

SERFF Tracking Number:	AGDE-126424871	State:	Arkansas
Filing Company:	National Union Fire Insurance Company of Pittsburgh, Pa.	State Tracking Number:	44388
Company Tracking Number:	S30548DBG		
TOI:	H04 Health - Blanket Accident/Sickness	Sub-TOI:	H04.000 Health - Blanket Accident/Sickness
Product Name:	Specialty Markets		
Project Name/Number:	New BSR forms - Clerical Corrections/S30548DBG		

Filing at a Glance

Company: National Union Fire Insurance Company of Pittsburgh, Pa.

Product Name: Specialty Markets	SERFF Tr Num: AGDE-126424871	State: Arkansas
TOI: H04 Health - Blanket Accident/Sickness	SERFF Status: Closed-Approved- Closed	State Tr Num: 44388
Sub-TOI: H04.000 Health - Blanket Accident/Sickness	Co Tr Num: S30548DBG	State Status: Approved-Closed
Filing Type: Form		Reviewer(s): Rosalind Minor
	Authors: Jane Ford, Leslie Lantz, Veronica Bullock	Disposition Date: 12/22/2009
	Date Submitted: 12/21/2009	Disposition Status: Approved- Closed
Implementation Date Requested: On Approval		Implementation Date:

State Filing Description:

General Information

Project Name: New BSR forms - Clerical Corrections	Status of Filing in Domicile: Authorized
Project Number: S30548DBG	Date Approved in Domicile:
Requested Filing Mode:	Domicile Status Comments: Exempt from filing in our state of domicile, Pennsylvania.
Explanation for Combination/Other:	Market Type: Group
Submission Type: New Submission	Group Market Size: Small and Large
Overall Rate Impact:	Group Market Type: Blanket
Filing Status Changed: 12/22/2009	Explanation for Other Group Market Type:
	State Status Changed: 12/22/2009
Deemer Date:	Created By: Leslie Lantz
Submitted By: Wanda Floyd	Corresponding Filing Tracking Number:
Filing Description:	
RE: National Union Fire Insurance Company of Pittsburgh, Pa.	
NAIC # 012-19445, FEIN 25-0687550	
Blanket Accident Insurance Program (C11695DBG et al)	
S30548DBG Supplemental Accident Dental Rider	
S30549DBG Accident Medical Expense Benefit Rider	

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TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness
Product Name: Specialty Markets
Project Name/Number: New BSR forms - Clerical Corrections/S30548DBG
S30557DBG Emergency Sickness Medical Expense Benefit Rider
S30573DBG Sickness Medical Expense Benefit Rider
S30581DBG Emergency Treatment Expense Benefit Rider

Dear Commissioner:

The forms listed above were originally filed and approved by your department on June 14, 2006. These riders are used with our approved Blanket Accident Insurance Policy form C11695DBG. Due to clerical oversight, errors were found within the riders. These forms have been revised and are now being re-filed for your approval or filing acknowledgement. Due to the nature of the errors, the form numbers have not been revised.

In the original version of the riders, exclusion for Mental Illness was included in the following riders: S30549DBG and S30581DBG however the term Mental Illness was not defined. A definition for Mental Illness has now been included in the Definitions section.

In the original version of rider forms S30549DBG, S30557DBG, S30573DBG and S30581DBG the exclusion for, "personal comfort or convenience items, such as but not limited to, Hospital telephone charges, television rental, or guest meals while confined in a Hospital [or for items taken away or home from the Hospital. [including but not limited to crutches, wheel chairs and walkers] [except Durable Medical Equipment]]" has been revised to remove the variable brackets around "except Durable Medical Equipment".

In the original version of rider forms S30548DBG, S30549DBG and S30581DBG the exclusion for Pre-existing conditions read, "Pre-existing Conditions [, except that [complications or aggravations of] pre-existing injuries are paid [up to a [\$500] maximum benefit per [policy term]]]." The variable brackets around "[up to a [\$500] maximum benefit per [policy term]]" should not be there. In addition the brackets around [policy term] should be around [per policy term].

In the original version of the five listed riders, there was no exclusion for Workers Compensation. An exclusion has been added.

Included under the Supporting Documentation tab are red-lined copies of each of the forms to make the review of the revised forms easier to follow.

We appreciate your prompt attention to this filing. If you have any concerns or questions, please don't hesitate to contact our office.

Company and Contact

SERFF Tracking Number: AGDE-126424871 State: Arkansas
 Filing Company: National Union Fire Insurance Company of State Tracking Number: 44388
 Pittsburgh, Pa.
 Company Tracking Number: S30548DBG
 TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness
 Product Name: Specialty Markets
 Project Name/Number: New BSR forms - Clerical Corrections/S30548DBG

Filing Contact Information

Leslie Lantz, Senior Regulatory Affairs Analyst leslie.lantz@chartisinsurance.com
 600 King Street 800-225-5244 [Phone] 2964 [Ext]
 PDV1 302-594-4810 [FAX]
 Wilmington, DE 19801

Filing Company Information

National Union Fire Insurance Company of CoCode: 19445 State of Domicile: Pennsylvania
 Pittsburgh, Pa.
 600 King Street Group Code: 12 Company Type:
 8th Floor Group Name: AIG State ID Number:
 PDV1 FEIN Number: 25-0687550
 Wilmington, DE 19801
 (800) 225-5244 ext. 2935[Phone]

Filing Fees

Fee Required? Yes
 Fee Amount: \$100.00
 Retaliatory? No
 Fee Explanation: \$20 per rider form x 5 rider forms = \$100
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
National Union Fire Insurance Company of Pittsburgh, Pa.	\$100.00	12/21/2009	32952081

SERFF Tracking Number: AGDE-126424871 State: Arkansas
Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: 44388
Company Tracking Number: S30548DBG
TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness
Product Name: Specialty Markets
Project Name/Number: New BSR forms - Clerical Corrections/S30548DBG

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	12/22/2009	12/22/2009

<i>SERFF Tracking Number:</i>	<i>AGDE-126424871</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>National Union Fire Insurance Company of Pittsburgh, Pa.</i>	<i>State Tracking Number:</i>	<i>44388</i>
<i>Company Tracking Number:</i>	<i>S30548DBG</i>		
<i>TOI:</i>	<i>H04 Health - Blanket Accident/Sickness</i>	<i>Sub-TOI:</i>	<i>H04.000 Health - Blanket Accident/Sickness</i>
<i>Product Name:</i>	<i>Specialty Markets</i>		
<i>Project Name/Number:</i>	<i>New BSR forms - Clerical Corrections/S30548DBG</i>		

Disposition

Disposition Date: 12/22/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AGDE-126424871 State: Arkansas

Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: 44388

Company Tracking Number: S30548DBG

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Specialty Markets

Project Name/Number: New BSR forms - Clerical Corrections/S30548DBG

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Red-line versions of filed forms	Approved-Closed	Yes
Form	Supplemental Accident Dental Rider	Approved-Closed	Yes
Form	Accident Medical Expense Benefit Rider	Approved-Closed	Yes
Form	Emergency Sickness Medical Expense Benefit Rider	Approved-Closed	Yes
Form	Sickness Medical Expense Benefit Rider	Approved-Closed	Yes
Form	Emergency Treatment Expense Benefit Rider	Approved-Closed	Yes

SERFF Tracking Number: AGDE-126424871 State: Arkansas

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TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Specialty Markets

Project Name/Number: New BSR forms - Clerical Corrections/S30548DBG

Form Schedule

Lead Form Number: S30548DBG

Schedule Item	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 12/22/2009	S30548DB G	Policy/Cont Supplemental ract/Fratern Accident Dental al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: S30548DBG Previous Filing #: N/A	50.400	S30548DBG. pdf
Approved-Closed 12/22/2009	S30549DB G	Policy/Cont Accident Medical ract/Fratern Expense Benefit al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: S30549DBG Previous Filing #: N/A	52.600	S30549DBG. pdf
Approved-Closed 12/22/2009	S30557DB G	Policy/Cont Emergency Sickness ract/Fratern Medical Expense al Benefit Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: S30557DBG Previous Filing #: N/A	52.400	S30557DBG. pdf
Approved-Closed 12/22/2009	S30573DB G	Policy/Cont Sickness Medical ract/Fratern Expense Benefit al Rider	Revised	Replaced Form #: S30573DBG Previous Filing #:	50.300	S30573DBG. pdf

<i>SERFF Tracking Number:</i>	<i>AGDE-126424871</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>National Union Fire Insurance Company of Pittsburgh, Pa.</i>	<i>State Tracking Number:</i>	<i>44388</i>
<i>Company Tracking Number:</i>	<i>S30548DBG</i>		
<i>TOI:</i>	<i>H04 Health - Blanket Accident/Sickness</i>	<i>Sub-TOI:</i>	<i>H04.000 Health - Blanket Accident/Sickness</i>
<i>Product Name:</i>	<i>Specialty Markets</i>		
<i>Project Name/Number:</i>	<i>New BSR forms - Clerical Corrections/S30548DBG</i>		
	Certificate:	N/A	
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	Endorseme		
	nt or Rider		
Approved- S30581DB	Policy/Cont Emergency	Revised	Replaced Form #: 54.100
Closed G	ract/Fratern Treatment Expense		S30581DBG.
12/22/2009	al Benefit Rider		pdf
	Certificate:	N/A	
	Amendmen		
	t, Insert		
	Page,		
	Endorseme		
	nt or Rider		

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: [ABC Organization]

Policy Number: [XXXXXXX]

SUPPLEMENTAL ACCIDENT DENTAL EXPENSE BENEFIT RIDER

This Rider is attached to and made part of the Policy [as of the Policy Effective Date shown in the Policy's Master Application.] [effective [Month, Day, Year]. It applies only with respect to accidents that occur on or after that date.] It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

Accident Dental Expense Benefit. If [, while participating in a Covered Activity,]¹ an Insured suffers a dental Injury that, within [30, 90, 180, 365] days of the date of the accident that caused the Injury, requires him or her to be treated by a Physician, the Company will pay the [coinsurance percentage for the]² Usual and Customary Charges incurred for Medically Necessary Covered Supplemental Accident Dental Services received due to that Injury, up to the Maximum Amount per Insured for all Injuries caused by the same accident. [The benefit is payable only for such charges incurred after the Deductible has been met.]³ [The Deductible must be met during the Deductible Incurral Period shown in the Benefit Schedule.]³ Benefits are [then]³ payable for charges incurred within [26, 52, 104, 208] weeks after the date of the accident causing the Injury.

[The Benefits payable under this Rider are also subject to the Accident Medical Maximum Amount.]⁴

Covered Supplemental Accident Dental Service(s) – as used in this Rider, means any of the following services required as a result of Injury:

1. [Oral exams;
2. Extractions and other surgery on the teeth, alveolar process or gingival tissue, including usual postoperative treatment;
3. A removable denture, including its modification;
4. Any x-rays or other supporting evidence;
5. Emergency treatment for relief of pain;
6. General anesthetics and their administration, including intravenous sedation;
7. Antibiotic drug injection by dentist;
8. Consultation by other than the treating dentist;
9. Fillings, inlays, onlays, or crowns, or fixed partial or full denture to restore accidentally broken teeth;
10. Repair and/or replacement of fillings, inlays, onlays and crowns;
11. Initial installation of a removable denture, including adjustment within the next 6 months;
12. Dental implants, dental bands, braces, other dental appliances, caps, other treatment of the teeth or gums.]⁵

Definitions

[Deductible - as used in this Rider, means the amount of Usual and Customary Charges for Medically Necessary Covered Supplemental Accident Dental Services [, otherwise payable under this program,]⁶ that must be incurred by the Insured before Accident Dental Expense benefits become payable. The amount of the Deductible is the Deductible Amount shown in the Benefit Schedule on the Master Application. Supplemental Accidental Dental Expense benefits are not payable for charges applied to the Deductible.]³

[Experimental or Investigative – as used in this Rider, means treatment, a device or prescription medication which is recommended by a Physician, but is not considered by the medical community as a

whole to be safe and effective for the condition for which the treatment, device or prescription medication is being used, including any treatment, procedure, facility, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other government agency approval not received at the time the services are rendered.]⁷

Hospital - as used in this Rider, means a facility that: (1) is operated according to law for the care and treatment of injured and sick people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24 hour nursing service by registered nurses (R.N.'s); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or (3) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces, except if there is a legal obligation to pay]⁸.

Medically Necessary - as used in this Rider, means a Covered Supplemental Accident Dental Service that: (1) is essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed; (2) meets generally accepted standards of dental practice; and (3) is ordered by a Physician and performed under his or her care, supervision or order.

[Pre-existing Condition - as used in this Rider, means a condition for which an Insured received any diagnosis, dental advice or treatment or had taken any prescription medicines during the [XX months] immediately preceding the effective date of the Insured's coverage under this Policy [unless the condition for which the prescribed medication is taken remains controlled without any change in the required prescription]^{8,9}

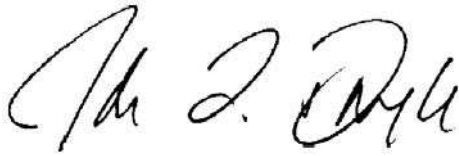
Usual and Customary Charge(s) – as used in this Rider, means a charge that: (1) is made for a Covered Supplemental Accident Dental Service; (2) does not exceed the usual level of charges for similar treatment, services, or supplies in the locality where the expense is incurred [or (3)] [is a negotiated fee;]⁸ and [(4)] does not include charges that would not have been made if no insurance existed.

Exclusions. In addition to the Exclusions in the Exclusions section of the Policy and any amendment thereto, Supplemental Accident Dental Expense benefits are not payable for, and Usual and Customary Charges for Supplemental Covered Accident Dental Services do not include, any expense for or resulting from any of the following:

1. Any charge for medical care for which the Insured is not legally obligated to pay;
2. Care, treatment or services provided by an Insured or by an Immediate Family Member;
3. Routine dental exam and related medical services;
- [4. Extractions and/or other surgery involving 1) the excision of a tumor or cyst, 2) the incision and drainage of an abscess or cyst, and 3) periodontal and endodontic surgery;]¹⁰
- [5. An occupational injury or disease;]¹⁰
- [6. A duplicate prosthetic device or other dental appliance;]¹⁰
- [7. Replacing a prosthetic device or other dental appliance if such appliance is lost, missing, or stolen;]¹⁰
- [8. Any implant or related appliances and the surgical removal of implants;]¹⁰
- [9. Any procedure, appliance or restoration that is used only to alter, restore or maintain occlusion, or to increase vertical dimension;]¹⁰
- [10. Any treatment given in a Hospital;]¹⁰
- [11. The treatment of temporomandibular joint syndrome;]¹⁰
- [12. Elective treatment or surgery;]¹⁰
- [13. Experimental or Investigative treatment or procedures;]¹⁰
- [14. Care, treatment or services provided by persons retained or employed by the [Policyholder]¹¹; or for supplies, prescriptions or medicines paid for or reimbursable by the [Policyholder]¹¹, or for which a charge is not made;]¹⁰

- [15. Charges that are payable under motor vehicle medical benefits;]¹⁰
- [16. Pre-existing Conditions, [except that [complications or aggravations of]⁸ pre-existing Injuries are paid up to a [\$500] maximum benefit [per policy term]^{12]}⁸.]¹⁰
- [17. Any condition for which the Insured is entitled to benefits under any Workers' Compensation Act or similar law.]¹⁰

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, PA witness this Rider:



President



Secretary

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: [ABC Organization]

Policy Number: [XXXXXX]

ACCIDENT MEDICAL EXPENSE BENEFIT RIDER

This Rider is attached to and made part of the Policy[as of the Policy Effective Date shown in the Policy's Master Application.][effective [Month Day, Year]. It applies only with respect to accidents that occur on or after that date.] It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

Accident Medical Expense Benefit. If an Insured suffers an Injury that, within [30,90,180,365] days of the date of the accident that caused the Injury, requires him or her to be treated by a Physician, the Company will pay the [coinsurance percentage of the]¹ Usual and Customary Charges incurred for Medically Necessary Covered Accident Medical Services received due to that Injury, up to the Maximum Amount per Insured for all Injuries caused by the same accident. [The benefit is payable only for such charges incurred after the Deductible has been met.]² [The Deductible must be met during the Deductible Incurral Period shown in the Benefit Schedule.]³ Benefits are [then]³ payable for charges incurred within [26, 52, 104, 260, 520] weeks after the date of the accident causing the Injury.

[No expenses paid under this Benefit will be payable under any other Rider in the Policy.]⁴

Covered Accident Medical Service(s) - as used in this Rider, means any of the following services:

1. services of a Physician;
2. private duty nursing by a registered nurse (R.N.) [or Licensed Practical Nurse (LPN)]⁵;
3. laboratory tests;
4. radiological procedures;
5. anesthetics and the administration of anesthetics;
6. blood, blood products and artificial blood products, and the transfusion thereof;
7. physical therapy [except that]⁶ [while Hospital confined, such therapy is payable only]⁷ [up to the Physical Therapy Maximum in the Benefit Schedule]⁸[and][an office visit connected with any such service is payable up to the [per Day]¹⁰[per Visit]¹¹ Maximum in the Benefit Schedule]⁹;⁶
8. occupational therapy [except that]⁶ [while Hospital confined, such therapy is payable only]⁷[up to the Occupational Therapy Maximum in the Benefit Schedule]⁸[and][an office visit connected with any such service is payable up to the [per Day]¹⁰[per Visit]¹¹ Maximum in the Benefit Schedule]⁹;⁶
9. rental of Durable Medical Equipment [(however, [when not confined to a Hospital]¹³, orthopedic appliances and braces are payable only up to the Orthopedic Equipment Maximum in the Benefit Schedule)]¹²;
10. artificial limbs, artificial eyes or other prosthetic appliances;
11. medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription [up to the Prescription Drug Maximum in the Benefit Schedule]¹⁴;
- [12. use of an Ambulatory Medical Center;]¹⁵
- [13. [Hospital emergency room [or Ambulatory Medical Center]]¹⁶ [up to the Emergency Room[/Ambulatory Medical Center]¹⁶ Maximum in the Benefit Schedule]¹⁷;]¹⁸
- [14. Hospital's most common charge for semi-private room and board (or room and board in an intensive care unit); Hospital ancillary services (including, but not limited to, use of the operating room [or emergency room]¹⁹)]⁵
- [15. [local]²⁰ ambulance service to or from a Hospital [up to the [Local]²⁰ Ambulance Maximum in the Benefit Schedule]²¹.]⁵

[Expanded [Sports]³⁷ Medical Benefit. Accident Medical Expense benefits are payable for [the coinsurance percentage of]¹ the Usual and Customary Charges for Covered Accident Medical Services including any expense for or resulting from [malfunctions of the heart, embolism]⁵, [heat related problems [including but not limited to heat exhaustion, heat prostration, and heat stroke]⁵], [overuse or repetitive motion injuries/symptoms [including but not limited to bursitis, tendonitis, shin splints, stress fractures, strains, [and][or] twists]⁵], [, while participating in a [covered sport]³⁷ [Covered Activity]³⁷].⁵

[The benefits payable under this Benefit are also subject to the Accident Medical Maximum Amount.]²² [No expenses paid under this Benefit will be payable under any other Benefit in the Policy.]⁴

[Deferred Medical Treatment Benefit

If the Insured suffers an Injury [that requires inserting a pin to transfix a bone for traction or fixation, or applying a plate to a fracture to maintain the ends in appositions, or scar revision,]⁵ and required medical treatment [necessitates that removal of the pin or plate or the scar revision]⁵ for that Injury must be postponed to a date more than [26, 52, 104, 208] weeks after the date of that Injury due to the physiological changes occurring to an Insured who is a growing child, the Company will pay the [coinsurance percentage for the]¹ Usual and Customary charges incurred for the medical treatment up to the [Deferred Medical Treatment]⁵ Maximum Amount shown in the Benefit Schedule and subject to the Duration as shown below.

[The benefits payable under this Benefit are also subject to the Accident Medical Maximum Amount.]²² [No expenses paid under this Benefit will be payable under any other Benefit in the Policy.]⁴

Duration of Deferred Medical Treatment: Usual and Customary charges incurred for deferred medical treatment are covered only if they are incurred on or before the Insured's [21st, 23rd, 25th] birthday;

Physician Certification for Deferred Medical Treatment: No payment will be made for any deferred treatment unless a Physician submits a written certification that the treatment must be postponed for the reasons stated in the paragraphs above. Such certification must be submitted to the Company within [26, 52, 104, 208] weeks after the accident.]⁵

[Deferred Dental Treatment Benefits

If the Insured suffers an Injury to sound, natural teeth and required dental treatment for that Injury must be postponed to a date more than [26, 52, 104, 208] weeks after the date of that Injury due to the physiological changes occurring to an Insured who is a growing child, the Company will pay the [coinsurance percentage of the]¹ Usual and Customary charges incurred for the dental treatment up to the [Deferred]⁵ [Dental]²³ [Treatment]⁵ Maximum Amount shown in the Benefit Schedule and subject to the Duration as shown below.

[The benefits payable under this Benefit are also subject to the Accident Medical Maximum Amount.]²² [No expenses paid under this Benefit will be payable under any other Benefit in the Policy.]⁴

Duration of Deferred Dental Treatment: Usual and Customary charges incurred for deferred dental treatment are covered only if they are incurred on or before the Insured's [21st, 23rd, 25th] birthday; except that Usual and Customary charges incurred for deferred root canal therapy are covered only if they are incurred within 104 weeks after the date the Injury is sustained.

Physician Certification for Deferred Dental Treatment: No payment will be made for any deferred treatment unless a Physician submits a written certification that the treatment must be postponed for the reasons stated in the paragraphs above. Such certification must be submitted to the Company within [26, 52, 104, 208] weeks after the accident.]⁵

[Ambulatory Medical Center - as used in this Rider, means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician's office.]²⁴

[Deductible] - as used in this Rider, means the amount of Usual and Customary Charges for Medically Necessary Covered Accident Medical Services [, otherwise payable under this program,]²⁵ that must be incurred by the Insured before Accident Medical Expense benefits become payable. The amount of the Deductible is the Deductible Amount shown in the Benefit Schedule on the Master Application. Accident Medical Expense benefits are not payable for charges applied to the Deductible.²

Durable Medical Equipment - as used in this Rider, refers to equipment of a type that is designed primarily for use, and used primarily, by people who are injured (for example, a wheelchair or a hospital bed). It does not include items commonly used by people who are not injured, even if the items can be used in the treatment of injury or can be used for rehabilitation or improvement of health (for example, a stationary bicycle or a spa).

[Experimental or Investigative] – as used in this Rider, means treatment, a device or prescription medication which is recommended by a Physician, but is not considered by the medical community as a whole to be safe and effective for the condition for which the treatment, device or prescription medication is being used, including any treatment, procedure, facility, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other government agency approval not received at the time the services are rendered.²⁶

Hospital - as used in this Rider, means a facility that: (1) is operated according to law for the care and treatment of injured and sick people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24 hour nursing service by registered nurses (R.N.'s); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or (3) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces, except if there is a legal obligation to pay⁵.

Medically Necessary - as used in this Rider, means a Covered Accident Medical Service that: (1) is essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician and performed under his or her care, supervision or order.

[Mental Illness] – as used in this Rider, means any disturbance of emotional equilibrium, as manifested in maladaptive behavior and impaired functioning, caused by genetic, physical, chemical, biologic, psychological, or social and cultural factors. Also called emotional illness, mental/nervous disorder and psychiatric disorder.³³

[Pre-existing Condition] - as used in this Rider, means a condition for which an Insured received any diagnosis, medical advice or treatment or had taken any prescription medicines during the [6, 12 months] immediately preceding the effective date of the Insured's coverage under this Policy [unless the condition for which the prescribed medication is taken remains controlled without any change in the required prescription]^{28, 27}.

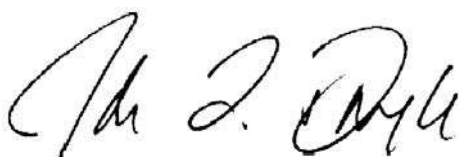
Usual and Customary Charge(s) - as used in this Rider, means a charge that: (1) is made for a Covered Accident Medical Service; (2) does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred; [or (3)] [is a negotiated fee]⁵; and [(4)] does not include charges that would not have been made if no insurance existed.

Exclusions. In addition to the Exclusions in the Exclusions section of the Policy and any amendment thereto, Accident Medical Expense benefits are not payable for, and Usual and Customary Charges for Covered Accident Medical Services do not include, any expense for or resulting from any of the following:

1. repair or replacement of existing artificial limbs, artificial eyes or other prosthetic appliances or rental of existing Durable Medical Equipment unless [for the purpose of modifying the item because Injury has caused further impairment in the underlying bodily condition]²⁹ [due to a covered Injury]²⁹;
2. new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums, except for repair or replacement [of sound natural teeth damaged or lost]²⁹ [or loss]²⁹ as a result of Injury up to the [Dental]²³ Maximum shown in the Benefit Schedule
3. new eye glasses or contact lenses or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses, unless [Injury has caused impairment of sight]²⁹ [due to a covered Injury]²⁹; or repair or replacement of existing eyeglasses or contact lenses unless [for the purpose of modifying the item because Injury has caused further impairment of sight]²⁹ [due to a covered Injury]²⁹;
4. new hearing aids or hearing examinations unless [Injury has caused impairment of hearing]²⁹ [due to a covered Injury]²⁹; or repair or replacement of existing hearing aids unless [for the purpose of modifying the item because Injury has caused further impairment of hearing]²⁹ [due to a covered Injury]²⁹;
5. rental of Durable Medical Equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (but if, in the Company's sole judgment, Accident Medical Expense benefits for rental of Durable Medical Equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the expense is incurred, the Company may, but is not required to, choose to consider such purchase expense as a Usual and Customary Covered Accident Medical Expense in lieu of such rental expense);
6. any charge for medical care for which the Insured is not legally obligated to pay;
7. care, treatment or services provided by an Insured or by an Immediate Family Member;
8. routine physical exam and related medical services;
- [9. personal comfort or convenience items, such as but not limited to, Hospital telephone charges, television rental, or guest meals while confined in a Hospital [or for items taken away or home from the Hospital, [including but not limited to crutches, wheel chairs and walkers]³⁰ except Durable Medical Equipment]³⁰;]⁵
- [10. Pre-existing Conditions, [except that [complications or aggravations of]⁵ pre-existing injuries are paid up to a [\$500] maximum benefit [per policy term]⁵];]²⁷
- [11. an Emergency Evacuation for which any benefits are payable under the Policy's Emergency Evacuation Benefit;]³¹
- [12. elective treatment or surgery;]⁵
- [13. Experimental or Investigative treatment or procedures;]²⁶
- [14. treatment for temporomandibular dysfunction;]⁵
- [15. care, treatment or services provided by persons retained or employed by the [Policyholder]³²; or for supplies, prescriptions or medicines paid for or reimbursable by the [Policyholder]³², or for which a charge is not made;]⁵

- [16. Mental Illness, psychological or psychiatric counseling of any kind, mental and nervous disease or disorders and rest cures;]³³
- [17. educational or vocational testing or training;]⁵
- [18. treatment of Osgood-Schlatter's disease;]⁵
- [19. detached retina unless due to an Injury;]⁵
- [20. diagnostic tests or treatment, except due to infection which occurs directly from an accidental cut or wound or ingestion of contaminated food;]⁵
- [21. plastic or cosmetic surgery, [except for reconstructive surgery on an injured part of the body]³⁶ [except due to a covered Injury]³⁵;]⁵
- [22. charges that are payable under motor vehicle medical benefits;]⁵
- [23. any inpatient Hospital services or charges, not including emergency room services or charges;]⁵
- [24. hernia [, except as a result of participation in a [Covered Activity]³⁷]³⁴.]⁵
- [25. any condition for which the Insured is entitled to benefits under any Workers' Compensation Act or similar law.]⁵

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

[Policyholder]: [ABC Incorporated]

Policy Number: [XXXXXXX]

EMERGENCY SICKNESS MEDICAL EXPENSE BENEFIT RIDER

This Rider is attached to and made part of the Policy [as of the Policy Effective Date shown in the Policy's Master Application] [effective [Month, Day, Year]]. It applies only with respect to Emergency Sickness that occurs on or after that date.] It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

Emergency Sickness Medical Expense Benefit. If an Insured suffers an Emergency Sickness which requires treatment by a Physician within [1-7] days of the onset of the Emergency Sickness, the Company will pay the [coinsurance percentage for the]¹ Usual and Customary Charges incurred for Medically Necessary Covered Emergency Sickness Medical Services received due to that Emergency Sickness up to the Maximum Amount per Insured. [This benefit is payable only for such charges incurred [after the Deductible has been met]² [and] [within [1-12] weeks from the date of the onset of the Emergency Sickness.]³]⁴

[The benefits payable under this Rider are also subject to the Sickness Medical Maximum Amount.]⁵ [No expenses paid under this Benefit will be payable under any other Rider in the Policy.]⁶

Covered Emergency Sickness Medical Service(s) - as used in this Rider, means charges incurred for any of the following services:

1. services of a Physician;
2. private duty nursing by Registered Nurse (R.N.) [or Licensed Practical Nurse (L.P.N.)]⁷;
3. laboratory tests;
4. radiological procedures;
5. anesthetics and the administration of anesthetics;
6. blood, blood products and artificial blood products, and the transfusion thereof;
7. physical therapy [except that]⁸ [while Hospital confined, such therapy is payable only]⁹ [up to the Physical Therapy Maximum in the Benefit Schedule]¹⁰ [and][an office visit connected with any such service is payable up to the [per Visit]¹² [per Day]¹³ Maximum in the Benefit Schedule]¹¹;
8. occupational therapy [except that]⁸ [while hospital confined, such therapy is payable only]⁹ [up to the Occupational Therapy Maximum in the Benefit Schedule]¹⁰ [and][an office visit connected with any such service is payable up to the [per Visit]¹² [per Day]¹³ Maximum in the Benefit Schedule]¹¹;
9. rental of Durable Medical Equipment [(however,[when not confined to a Hospital]¹⁵ orthopedic appliances and braces are payable only up to the Orthopedic Equipment Maximum in the Benefit Schedule);]¹⁴
10. artificial limbs, artificial eyes or other prosthetic appliances;
11. medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription [up to the Prescription Drug Maximum in the Benefit Schedule]¹⁶;
- [12. use of an Ambulatory Medical Center;]¹⁷
- [13. Hospital emergency room [or Ambulatory Medical Center]¹⁸ [up to the Emergency Room/Ambulatory Medical Center Maximum in the Benefit Schedule]¹⁹;]²⁰
- [14. Hospital's most common charge for semi-private room and board (or room and board in an intensive care unit); Hospital ancillary services (including, but not limited to, use of the operating room [or emergency room]²¹)]⁷;

[15. [local]²² ambulance service to or from a Hospital [up to the [Local]²² Ambulance Maximum shown on the Benefit Schedule]²³].⁷

[Alcohol and]²⁴ Substance Abuse – as used in this Rider, means the overindulgence in or dependence on a stimulant, depressant or other chemical substance, leading to effects that are detrimental to the individual's physical or mental health or the welfare of others.²⁵

[Ambulatory Medical Center – as used in this Rider, means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician's office.²⁶

[Complications of Pregnancy – as used in this Rider, means conditions [requiring Hospital confinement [(when the pregnancy is not terminated)]²⁹]²⁸ whose diagnoses are distinct from but adversely affected or caused by pregnancy. These conditions are:

- acute nephritis or nephrosis; or
- cardiac decompensation or missed abortion; or
- similar conditions as severe as these.

Not included are (a) false labor, occasional spotting or Physician prescribed rest during the period of pregnancy; (b) morning sickness; (c) hyperemesis gravidarum and preeclampsia; and (d) similar conditions not medically distinct from a difficult pregnancy.

Complications of Pregnancy also include:

- non-elective cesarean section; and
- termination of an ectopic pregnancy; and
- spontaneous termination when a live birth is not possible. (This does not include voluntary abortion.)²⁷

[Deductible – as used in this Rider, means amount of Usual and Customary Charges for Medically Necessary Covered Emergency Sickness Medical Service(s) [, otherwise payable under this program,]³⁰ that must be incurred by the Insured before Emergency Sickness Medical Expense benefits become payable. The amount of the Deductible is the Deductible Amount shown in the Benefit Schedule. Emergency Sickness Medical Expense Benefits are not payable for charges applied to the Deductible.²

Durable Medical Equipment - as used in this Rider, refers to equipment of a type that is designed primarily for use, and used primarily, by people who are sick (for example, a wheelchair or a hospital bed). It does not include items commonly used by people who are not sick, even if the items can be used in the treatment of Emergency Sickness or can be used for rehabilitation or improvement of health (for example, a stationary bicycle or a spa).

Emergency Sickness – as used in this Rider, means an illness or disease that begins while the Insured is participating in a Covered Activity, is diagnosed by a Physician and which meets all of the following criteria: (a) there is present a severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of the Insured's condition or place his or her life in jeopardy; (b) the severe or acute symptom occurs suddenly and unexpectedly; and (c) the severe or acute symptom occurs while the Insured is covered under the Policy.

[Experimental or Investigative – as used in this Rider, means treatment, a device or prescription medication which is recommended by a Physician, but is not considered by the medical community as a whole to be safe and effective for the condition for which the treatment, device or prescription medication is being used, including any treatment, procedure, facility, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other government agency approval not received at the time the services are rendered.³¹

Hospital - as used in this Rider, means a facility that: (1) is operated according to law for the care and treatment of injured and sick people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24 hour nursing service by registered nurses

(RNs); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or (3) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces, except if there is a legal obligation to pay⁷.

Medically Necessary – as used in this Rider, means a Covered Emergency Sickness Medical Service that: (1) is essential for diagnosis, treatment or care of the Emergency Sickness for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician and performed under his or her care, supervision or order.

Mental Illness – as used in this Rider, means any disturbance of emotional equilibrium, as manifested in maladaptive behavior and impaired functioning, caused by genetic, physical, chemical, biologic, psychological, or social and cultural factors. Also called emotional illness, mental/nervous disorder and psychiatric disorder.³²

Pre-existing Condition - as used in this Rider, means a condition for which an Insured received any diagnosis, medical advice or treatment or had taken any prescription medicines during the [XX months] immediately preceding the effective date of the Insured's term of coverage under this Policy [unless the condition for which the prescribed medication is taken remains controlled without any change in the required prescription].³⁴³³

Usual and Customary Charge(s) – as used in this Rider, means a charge that: (1) is made for a Covered Emergency Sickness Medical Service; (2) does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred; or (3) [is a negotiated fee;⁷ and ((4)) does not include charges that would not have been made if no insurance existed.

EXCLUSIONS – In addition to the Exclusions in the Exclusions section of the Policy and any amendment thereto, Emergency Sickness Medical Expense benefits are not payable for, and Usual and Customary charges for treatment of Emergency Sickness do not include, any expense resulting from any of the following:

1. repair or replacement of existing artificial limbs, artificial eyes or other prosthetic appliances or rental of existing Durable Medical Equipment, unless [for the purpose of modifying the item because an Emergency Sickness has caused further impairment in the underlying bodily condition]³⁵ [due to a covered Emergency Sickness]³⁵;
2. new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums, except for repair or replacement [of sound natural teeth damaged or lost]³⁵ [or loss]³⁵ as a result of an Emergency Sickness up to the [Dental]³⁶ Maximum shown in the Benefit Schedule;
3. new eyeglasses or contact lenses, or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses unless [for the purpose of modifying the item because an Emergency Sickness has caused further impairment of sight]³⁵ [due to a covered Emergency Sickness]³⁵; or repair or replacement of existing eyeglasses or contact lenses unless [for the purpose of modifying the item because an Emergency Sickness has caused further impairment of sight]³⁵ [due to a covered Emergency Sickness]³⁵;
4. new hearing aids or hearing examinations unless [an Emergency Sickness has caused impairment

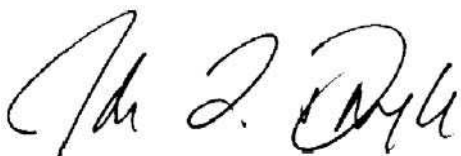
of hearing]³⁵ [due to a covered Emergency Sickness]³⁵; or repair or replacement of existing hearing aids unless [for the purpose of modifying the item because an Emergency Sickness has caused impairment of hearing]³⁵ [due to a covered Emergency Sickness]³⁵;

5. rental of Durable Medical Equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (if, in the Company's sole judgment, Emergency Sickness Medical Expense benefits for rental of Durable Medical Equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the expense is incurred, the Company may, but is not required to, choose to consider such purchase expense as a Usual and Customary Covered Emergency Sickness Medical Expense in lieu of such rental expense);
6. Injury of any kind;
7. any charge for medical care for which the Insured is not legally obligated to pay;
8. care, treatment or services provided by an Insured or by his or her Immediate Family Member;
9. routine physical exam and related medical services;
- [10. personal comfort or convenience items, such as but not limited to, Hospital telephone charges, television rental, or guest meals while confined in a Hospital[or for items taken away or home from the Hospital, [including but not limited to crutches, wheel chairs and walkers]³⁵ except Durable Medical Equipment]^{35a};]⁷
- [11. Pre-existing Conditions;]³³
- [12. an Emergency Evacuation for which any benefits are payable under the Policy's Emergency Evacuation Benefit]²²;
- [13. elective treatment or surgery;]⁷
- [14. Experimental or Investigative treatment or procedures;]³¹
- [15. treatment for temporomandibular joint dysfunction;]⁷
- [16. care, treatment or services provided by persons retained or employed by the [Policyholder]³⁷; or for supplies, prescriptions or medicines paid for or reimbursable by the [Policyholder]³⁷, or for which a charge is not made;]⁷
- [17. Mental Illness, psychological or psychiatric counseling of any kind, mental and nervous disease or disorders and rest cures;]³²
- [18. Educational or vocational testing or training;]⁷
- [19. Treatment of Osgood-Schlatter's disease;]⁷
- [20. Detached retina;]⁷
- [21. Diagnostic tests or treatment, except due to infection which occurs directly from an accidental cut or wound or ingestion of contaminated food;]⁷
- [22. Plastic or Cosmetic Surgery;]⁷
- [23. [Alcohol and]²⁴ Substance Abuse;]²⁵

- [24. normal pregnancy, child birth, [miscarriage]⁷ [or elective abortions,]⁷ [except for Complications of Pregnancy [if Hospitalized]^{28,27,7}];⁷
- [25. venereal disease or syphilis;]⁷
- [26. any inpatient Hospital services or charges, not including emergency room services or charges;]⁷
- [27. hernia [, except as a result of participation in a Covered Activity]^{38,7}.
- [28. any condition for which the Insured is entitled to benefits under any Workers' Compensation Act or similar law.]⁷

The Sickness exclusions in the Exclusions section of the Policy or as amended shall not apply with respect to benefits payable under the Emergency Sickness Medical Expense Benefit.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, PA witness this Rider:



President



Secretary

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: [ABC Incorporated]

Policy Number: [XXXXXXX]

SICKNESS MEDICAL EXPENSE BENEFIT RIDER

This Rider is attached to and made part of the Policy [as of the Policy Effective Date shown in the Policy's Master Application] [effective [Month, Day, Year]]. It applies only with respect to a Sickness that occurs on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

Sickness Medical Expense Benefit. If an Insured suffers a Sickness and requires [initial]¹ treatment by a Physician within [1-30] days of the onset of the Sickness, the Company will pay the [coinsurance percentage of the]² Usual and Customary Charges incurred for Medically Necessary Covered Sickness Medical Services received due to that Sickness up to the Maximum Amount per Insured. [This benefit is payable only for such charges incurred [after the Deductible has been met]⁴ [and] [within [13, 26, 52, 104] weeks from the date of the onset of the Sickness]⁵]

[No expenses paid under this Benefit will be payable under any other Benefit or Rider in the Policy.]⁶

Covered Sickness Medical Service(s) - as used in this Rider, means charges incurred for any of the following services:

1. services of a Physician;
2. private duty nursing by Registered Nurse (R.N.) [or Licensed Practical Nurse (L.P.N.)]⁷;
3. laboratory tests;
4. radiological procedures;
5. anesthetics and the administration of anesthetics;
6. blood, blood products and artificial blood products, and the transfusion thereof;
7. physical therapy [except that]⁸ [while hospital confined, such therapy is payable only]⁹ [up to the Physical Therapy Maximum in the Benefit Schedule]¹⁰ [and] [an office visit connected with any such service is payable up to the [per Visit]¹² [per Day]¹³ Maximum in the Benefit Schedule]¹¹;
8. occupational therapy [except that]⁸ [while hospital confined, such therapy is payable only]⁹ [up to the Occupational Therapy Maximum in the Benefit Schedule]¹⁰ [and] [an office visit connected with any such service is payable up to the [per Visit]¹² [per Day]¹³ Maximum in the Benefit Schedule]¹¹;
9. rental of Durable Medical Equipment [(however, [when not confined to a Hospital,]¹⁵ orthopedic appliances and braces are payable only up to the Orthopedic Equipment Maximum in the Benefit Schedule)]¹⁴;
10. artificial limbs, artificial eyes or other prosthetic appliances;
11. medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription [up to the Prescription Drug Maximum in the Benefit Schedule]¹⁶;
- [12. use of an Ambulatory Medical Center;]¹⁷
- [13. Hospital emergency room [or Ambulatory Care Center]¹⁸ [up to the Emergency Room/Ambulatory Medical Center Maximum in the Benefit Schedule]¹⁹;]²⁰
- [14. Hospital's most common charge for semi-private room and board (or room and board in an intensive care unit); Hospital ancillary services (including, but not limited to, use of the operating room [or emergency room]²¹);]²²
- [15. [local]²³ ambulance service to or from a Hospital [up to the [Local]²³ Ambulance Maximum shown on the Benefit Schedule]²⁴]²².

Definitions

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[Alcohol and]²⁵ **Substance Abuse** – as used in this Rider, means the overindulgence in or dependence on a stimulant, depressant or other chemical substance, leading to effects that are detrimental to the individual's physical or mental health or the welfare of others.]²⁶

[Ambulatory Medical Center – as used in this Rider, means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician's office.]²⁷

[Complications of Pregnancy – as used in this Rider, means conditions [requiring Hospital confinement [when the pregnancy is not terminated]]³⁰²⁹ whose diagnoses are distinct from but adversely affected or caused by pregnancy. These conditions are:

- acute nephritis or nephrosis; or
- cardiac decompensation or missed abortion; or
- similar conditions as severe as these.

Not included is (a) false labor, occasional spotting or Physician prescribed rest during the period of pregnancy; (b) morning sickness; (c) hyperemesis gravidarum and preeclampsia; and (d) similar conditions not medically distinct from a difficult pregnancy.

Complications of Pregnancy also include:

- non-elective cesarean section; and
- termination of an ectopic pregnancy; and
- spontaneous termination when a live birth is not possible. (This does not include voluntary abortion.)]²⁸

[Deductible – as used in this Rider, means amount of Usual and Customary Charges for Medically Necessary Covered Sickness Medical Service(s) [, otherwise payable under this program,]³¹ that must be incurred by the Insured before Sickness Medical Expense benefits become payable. The amount of the Deductible is the Deductible Amount shown in the Benefit Schedule. Sickness Medical Expense Benefits are not payable for charges applied to the Deductible.]⁴

Durable Medical Equipment - as used in this Rider, refers to equipment of a type that is designed primarily for use, and used primarily, by people who are sick (for example, a wheelchair or a hospital bed). It does not include items commonly used by people who are not sick, even if the items can be used in the treatment of a Sickness or can be used for rehabilitation or improvement of health (for example, a stationary bicycle or a spa).

[Experimental or Investigative – as used in this Rider, means treatment, a device or prescription medication which is recommended by a Physician, but is not considered by the medical community as a whole to be safe and effective for the condition for which the treatment, device, or prescription medication is being used, including any treatment, procedure, facility equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other government agency approval not received at the time the services are rendered.]³²

Hospital - as used in this Rider, means a facility that: (1) is operated according to law for the care and treatment of injured and sick people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24 hour nursing service by registered nurses (RNs); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes[; or (3) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces, except if there is a legal obligation to pay]⁴⁴.

Medically Necessary – as used in this Rider, means a Covered Sickness Medical Service that: (1) is essential for diagnosis, treatment or care of the Sickness for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician and performed under his or her care, supervision or order.

[Mental Illness – as used in this Rider, means any disturbance of emotional equilibrium, as manifested in maladaptive behavior and impaired functioning, caused by genetic, physical, chemical, biologic, psychological, or social and cultural factors. Also called emotional illness, mental/nervous disorder and psychiatric disorder.]³³

[Pre-existing Condition - as used in this Rider, means a condition for which an Insured received any diagnosis, medical advice or treatment or had taken any prescription medicines during the [XX months] immediately preceding the effective date of the Insured's term of coverage under this Policy[unless the condition for which the prescribed medication is taken remains controlled without any change in the required prescription]³⁵.]³⁴

Sickness – as used in this Rider, means an illness or disease which is diagnosed or treated by a Physician [after the Insured's effective date of coverage under the Policy]³⁶. [The term Sickness also includes Complications of Pregnancy.]²⁸ [The illness or disease must manifest itself during a Covered Activity].³⁷

Usual and Customary Charge(s) – as used in this Rider, means a charge that: (1) is made for a Covered Sickness Medical Service; (2) does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred; [or (3)] [is a negotiated fee;]³⁸ and [(4)] does not include charges that would not have been made if no insurance existed.

EXCLUSIONS – In addition to the Exclusions in the Exclusions section of the Policy and any amendment thereto, Sickness Medical Expense benefits are not payable for, and Usual and Customary charges for treatment of Sickness do not include, any expense resulting from any of the following:

1. repair or replacement of existing artificial limbs, artificial eyes or other prosthetic appliances or rental of existing Durable Medical Equipment, unless [for the purpose of modifying the item because a Sickness has caused further impairment in the underlying bodily condition]³⁹ [due to a covered Sickness]³⁹;
2. new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums, except for repair or replacement [of sound natural teeth damaged or lost]³⁹ [or loss]³⁹ as a result of a Sickness up to the [Dental]⁴⁰ Maximum shown in the Benefit Schedule;
3. new eyeglasses or contact lenses, or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses unless [for the purpose of modifying the item because a Sickness has caused further impairment of sight]³⁹ [due to a covered Sickness]³⁹; or repair or replacement of existing eyeglasses or contact lenses unless [for the purpose of modifying the item because a Sickness has caused further impairment of sight]³⁹ [due to a covered Sickness]³⁹;
4. new hearing aids or hearing examinations unless [a Sickness has caused impairment of hearing]³⁹ [due to a covered Sickness]³⁹; or repair or replacement of existing hearing aids unless [for the purpose of modifying the item because a Sickness has caused impairment of hearing]³⁹ [due to a covered Sickness]³⁹;
5. rental of Durable Medical Equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (if, in the Company's sole judgment, Sickness Medical Expense benefits for rental of Durable Medical Equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the

expense is incurred, the Company may, but is not required to, choose to consider such purchase expense as a Usual and Customary Covered Sickness Medical Expense in lieu of such rental expense);

6. Injury of any kind;
7. any charge for medical care for which the Insured is not legally obligated to pay;
8. care, treatment or services provided by an Insured or by an Immediate Family Member;
9. routine physical examination and related medical services;
- [10. personal comfort or convenience items such as, but not limited to Hospital telephone charges, television rental or guest meals while confined in a Hospital[or for items taken away or home from the Hospital,]⁴¹ [including but not limited to crutches, wheel chairs and walkers]⁴² except Durable Medical Equipment]^{42a, 41};
- [11. Pre-existing Conditions;]³⁴
- [12. an Emergency Evacuation for which any benefits are payable under the Policy's Emergency Evacuation Benefit]⁴³;
- [13. elective treatment or surgery;]⁴⁴
- [14. Experimental or Investigative treatment or procedures;]³²
- [15. treatment for temporomandibular joint dysfunction;]⁴⁴
- [16. care, treatment or services provided by persons retained or employed by the [Policyholder]⁴⁵; or for supplies, prescriptions or medicines paid for or reimbursable by the [Policyholder]⁴⁵, or for which a charge is not made;]⁴⁴
- [17. Mental Illness, psychological or psychiatric counseling of any kind, mental and nervous disease or disorders and rest cures;]³³
- [18. Educational or vocational testing or training;]⁴⁴
- [19. treatment of Osgood-Schlatter's disease;]⁴⁴
- [20. detached retina;]⁴⁴
- [21. Diagnostic Tests or treatment, except due to infection which occurs directly from an accidental cut or wound or ingestion of contaminated food;]⁴⁴
- [22. plastic or cosmetic surgery;]⁴⁴
- [23. [Alcohol and]²⁵ Substance Abuse;]²⁶
- [24. normal pregnancy, child birth, [miscarriage]⁴⁴ [or elective abortions,]⁴⁴ [except for Complications of Pregnancy [if Hospitalized]^{29-28, 44}];⁴⁴
- [25. venereal disease or syphilis;]⁴⁴
- [26. any inpatient Hospital services or charges, not including emergency room services or charges;]⁴⁴

[27. hernia, [except as a result of participation in a Covered Activity]⁴⁶].⁴⁴

[28. any condition for which the Insured is entitled to benefits under any Workers' Compensation Act or similar law.]⁴⁴

The Sickness exclusions in the Exclusions section of the Policy or as amended shall not apply with respect to benefits payable under the Sickness Medical Expense Benefit.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, PA witness this Rider:

A handwritten signature in dark ink, appearing to read "John J. Doyle".

President

A handwritten signature in dark ink, appearing to read "Andrew N. Holland".

Secretary

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: [ABC Organization]

Policy Number: [XXXXXX]

EMERGENCY TREATMENT EXPENSE BENEFIT RIDER

This Rider is attached to and made part of the Policy[as of the Policy Effective Date shown in the Policy's Master Application.][effective [Month Day, Year].] It applies only with respect to Injuries or sicknesses that occur on or after that date. It is subject to all of the provisions, limitations, and exclusions of the Policy except as they are specifically modified by this Rider.

Emergency Benefit. If an Insured suffers [an Injury or sickness]¹ that, within [24, 48, 72] hours of the [date of the accident that caused the Injury or onset of the sickness]¹, requires him or her to receive Emergency Treatment in a Hospital emergency room or a Satellite Emergency Center, the Company will pay [the coinsurance percentage of the]² the Usual and Customary Charges incurred for the Medically Necessary expenses incurred to perform Emergency Treatment up to the Emergency Treatment Expense Benefit Maximum Amount per Insured. [The benefit is payable only for charges incurred after the Deductible has been met.]³ Only one Emergency Treatment Expense Benefit is payable for any one [Injury or sickness]¹ per Insured.

[The benefits payable under this Rider are also subject to the [Accident Medical, Sickness Medical, and Emergency Sickness Medical]⁴ Maximum Amount[s], as applicable.]⁴ [No expenses paid under this Benefit will be payable under any other Rider in the Policy.]⁵

[[Alcohol and]^{15a} **Substance Abuse** – as used in this Rider, means the overindulgence in or dependence on a stimulant, depressant or other chemical substance, leading to effects that are detrimental to the individual's physical or mental health or the welfare of others.]¹⁵

[**Deductible** - as used in this Rider, means the amount of Usual and Customary Charges for Medically Necessary Covered Accident Medical Services [, otherwise payable under this program,]⁶ that must be incurred by the Insured before Accident Medical Expense benefits become payable. The amount of the Deductible is the Deductible Amount shown in the Benefit Schedule on the Master Application. Accident Medical Expense benefits are not payable for charges applied to the Deductible.]³

Emergency Treatment – as used in this Rider, means treatment for a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson with average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in:

1. Placing the health of the person (or with respect to a pregnant woman, the health of her unborn child) in serious jeopardy;
2. Serious impairment to bodily functions; or
3. Serious dysfunction of any bodily organ or part.

[**Experimental or Investigative** – as used in this Rider, means treatment, a device or prescription medication which is recommended by a Physician, but is not considered by the medical community as a whole to be safe and effective for the condition for which the treatment, device or prescription medication is being used, including any treatment, procedure, facility, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other government agency approval not received at the time the services are rendered.]⁷

Hospital – as used in this Rider, means a facility which: (1) is operated according to law for the care and treatment of injured and sick people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24 hour nursing service by registered nurses (R.N.'s); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; or (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward room, wing, or other section of the hospital that is used for such purposes; or (3) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces, except if there is a legal obligation to pay]⁸.

Medically Necessary – as used in this Rider, means an Emergency Treatment is: (1) essential for the diagnosis, treatment and care of the [Injury or sickness] for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician and performed under the Physician's care, supervision or order.

[Mental Illness – as used in this Rider, means any disturbance of emotional equilibrium, as manifested in maladaptive behavior and impaired functioning, caused by genetic, physical, chemical, biologic, psychological, or social and cultural factors. Also called emotional illness, mental/nervous disorder and psychiatric disorder.]¹⁴

[Pre-existing Condition - as used in this Rider, means a condition for which an Insured received any diagnosis, medical advice or treatment or had taken any prescription medicines during the [6, 12months] immediately preceding the effective date of the Insured's coverage under this Policy [unless the condition for which the prescribed medication is taken remains controlled without any change in the required prescription]⁸.]⁹

Satellite Emergency Center – as used in this Rider, means a licensed facility providing outpatient care under the direction of a Physician on a 24 hour basis. Available services must include: (1) diagnostic care, including laboratory services and diagnostic x-rays; and (2) treatment or medical care, including availability of the means for stabilization of emergency medical conditions. A Satellite Emergency Center does not include a Hospital or an office maintained by a Physician for the practice of medicine or dentistry.

Usual and Customary Charge(s) – as used in this Rider, means a charge that: (1) is made for a covered Emergency Treatment; (2) does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred; [or (3)] [is a negotiated fee]⁸; and [(4)] does not include charges that would not have been made if no insurance existed.

Exclusions. In addition to the Exclusions in the Exclusions section of the Policy and any amendment thereto, Emergency Treatment Expense benefits are not payable for, and Usual and Customary Charges for Emergency Treatment do not include, any expense for or resulting from any of the following:

1. repair or replacement of existing artificial limbs, artificial eyes or other prosthetic appliances or rental of existing Durable Medical Equipment unless [for the purpose of modifying the item because [Injury or sickness]¹ has caused further impairment in the underlying bodily condition]⁸ [due to a covered [Injury or sickness]¹]⁸;
2. new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums, except for repair or replacement [of sound natural teeth damaged or lost]⁸ [or loss]⁸ as a result of [Injury or sickness]¹ up to the [Dental]⁸ Maximum shown in the Benefit Schedule
3. new eye glasses or contact lenses or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses, unless [[Injury or sickness]¹ has caused impairment of sight]⁸ [due to a covered [Injury or sickness]¹]⁸; or repair or replacement of existing eyeglasses or contact

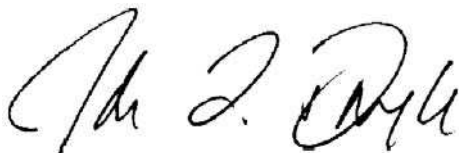
lenses unless [for the purpose of modifying the item because [Injury or sickness]¹ has caused further impairment of sight]⁸ [due to a covered [Injury or sickness]¹]⁸;

4. new hearing aids or hearing examinations unless [[Injury or sickness]¹ has caused impairment of hearing]⁸ [due to a covered [Injury or sickness]¹]⁸ ; or repair or replacement of existing hearing aids unless [for the purpose of modifying the item because [Injury or sickness]¹ has caused further impairment of hearing]⁸ [due to a covered [Injury or sickness]¹]⁸;
5. rental of Durable Medical Equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (but if, in the Company's sole judgment, Accident Medical Expense benefits for rental of Durable Medical Equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the expense is incurred, the Company may, but is not required to, choose to consider such purchase expense as a Usual and Customary Covered Accident Medical Expense in lieu of such rental expense);
6. any charge for medical care for which the Insured is not legally obligated to pay;
7. care, treatment or services provided by an Insured or by an Immediate Family Member;
8. routine physical exam and related medical services;
- [9. personal comfort or convenience items, such as but not limited to, Hospital telephone charges, television rental, or guest meals while confined in a Hospital[or for items taken away or home from the Hospital, [including but not limited to crutches, wheel chairs and walkers]^{8a} except Durable Medical Equipment]⁸;]¹⁰
- [10. Pre-existing Conditions [, except that [complications or aggravations of]⁸ pre-existing injuries are paid up to a [\$500] maximum benefit [per policy term]⁸;]¹⁰
- [11. an Emergency Evacuation for which any benefits are payable under the Policy's Emergency Evacuation Benefit;]¹³
- [12. elective treatment or surgery;]¹⁰
- [13. Experimental or Investigative treatment or procedures;]¹⁰
- [14. treatment for temporomandibular dysfunction;]¹⁰
- [15. care, treatment or services provided by persons retained or employed by the [Policyholder]¹¹; or for supplies, prescriptions or medicines paid for or reimbursable by the [Policyholder]¹¹, or for which a charge is not made;]¹⁰
- [16. Mental Illness, psychological or psychiatric counseling of any kind, mental and nervous disease or disorders and rest cures;]¹⁰
- [17. educational or vocational testing or training;]¹⁰
- [18. treatment of Osgood-Schlatter's disease;]¹⁰
- [19. detached retina [unless due to an Injury]⁸;]¹⁰
- [20. diagnostic tests or treatment, except due to infection which occurs directly from an accidental cut or wound or ingestion of contaminated food;]¹⁰

- [21. plastic or cosmetic surgery,[except for reconstructive surgery on an injured part of the body]⁸ [except due to a covered Injury or sickness]⁸;]¹⁰
- [22. charges that are payable under motor vehicle medical benefits;]¹⁰
- [23. any inpatient Hospital services or charges, not including emergency room services or charges;]¹⁰
- [24. hernia [, except as a result of participation in a Covered Activity]⁸;]¹⁰
- [25. Injury of any kind;]¹²
- [26.] [Alcohol and]¹⁰ Substance Abuse;]¹⁰
- [27. normal pregnancy, child birth, [miscarriage]⁸ [or elective abortions,]⁸ except for Complications of Pregnancy [if Hospitalized]⁸;]¹⁰
- [28. venereal disease or syphilis]¹⁰.
- [29. any condition for which the Insured is entitled to benefits under any Workers' Compensation Act or similar law.]¹⁰

[The Sickness exclusions in the Exclusions section of the Policy or as amended shall not apply with respect to benefits payable under the Emergency Treatment Expense Benefit.]⁸

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

SERFF Tracking Number: AGDE-126424871 State: Arkansas

Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: 44388

Company Tracking Number: S30548DBG

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Specialty Markets

Project Name/Number: New BSR forms - Clerical Corrections/S30548DBG

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification	Approved-Closed	12/22/2009
Comments:		
Attachment: readability cert.pdf		

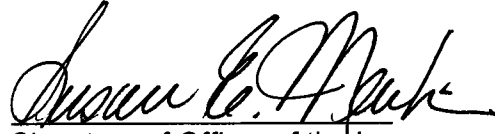
	Item Status:	Status Date:
Bypassed - Item: Application	Approved-Closed	12/22/2009
Bypass Reason: No policy is being filed. The previously approved application forms C11696DBG-AR and C11697DBG-AR were approved on August 30, 2001.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Red-line versions of filed forms	Approved-Closed	12/22/2009
Comments:		
Attachments: S30548DBGred line.pdf S30549DBGred line.pdf S30557DBGred line.pdf S30573DBGred line.pdf S30581DBGred line.pdf		

National Union Fire Insurance Company of Pittsburgh, Pa.

This is to certify that the forms included in this filing meet the minimum required by the Flesch Reading Ease Test.

I also certify to the best of my knowledge and belief that these forms are in compliance with the NAIC Model Act regarding Simplified and Readable Accident and Sickness Insurance Policies.

A handwritten signature in cursive script, appearing to read "Susan E. Martin".

Signature of Officer of the Insurer

Susan E. Martin

Name of Officer (PRINT)

Assistant Vice President

Title of Officer

December 18, 2009

Date

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: [ABC Organization]

Policy Number: [XXXXXXX]

SUPPLEMENTAL ACCIDENT DENTAL EXPENSE BENEFIT RIDER

This Rider is attached to and made part of the Policy [as of the Policy Effective Date shown in the Policy's Master Application.] [effective [Month, Day, Year]. It applies only with respect to accidents that occur on or after that date.] It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

Accident Dental Expense Benefit. If [, while participating in a Covered Activity,]¹ an Insured suffers a dental Injury that, within [30, 90, 180, 365] days of the date of the accident that caused the Injury, requires him or her to be treated by a Physician, the Company will pay the [coinsurance percentage for the]² Usual and Customary Charges incurred for Medically Necessary Covered Supplemental Accident Dental Services received due to that Injury, up to the Maximum Amount per Insured for all Injuries caused by the same accident. [The benefit is payable only for such charges incurred after the Deductible has been met.]³ [The Deductible must be met during the Deductible Incurral Period shown in the Benefit Schedule.]³ Benefits are [then]³ payable for charges incurred within [26, 52, 104, 208] weeks after the date of the accident causing the Injury.

[The Benefits payable under this Rider are also subject to the Accident Medical Maximum Amount.]⁴

Covered Supplemental Accident Dental Service(s) – as used in this Rider, means any of the following services required as a result of Injury:

1. [Oral exams;
2. Extractions and other surgery on the teeth, alveolar process or gingival tissue, including usual postoperative treatment;
3. A removable denture, including its modification;
4. Any x-rays or other supporting evidence;
5. Emergency treatment for relief of pain;
6. General anesthetics and their administration, including intravenous sedation;
7. Antibiotic drug injection by dentist;
8. Consultation by other than the treating dentist;
9. Fillings, inlays, onlays, or crowns, or fixed partial or full denture to restore accidentally broken teeth;
10. Repair and/or replacement of fillings, inlays, onlays and crowns;
11. Initial installation of a removable denture, including adjustment within the next 6 months;
12. Dental implants, dental bands, braces, other dental appliances, caps, other treatment of the teeth or gums.]⁵

Definitions

[Deductible - as used in this Rider, means the amount of Usual and Customary Charges for Medically Necessary Covered Supplemental Accident Dental Services [, otherwise payable under this program,]⁶ that must be incurred by the Insured before Accident Dental Expense benefits become payable. The amount of the Deductible is the Deductible Amount shown in the Benefit Schedule on the Master Application. Supplemental Accidental Dental Expense benefits are not payable for charges applied to the Deductible.]³

[Experimental or Investigative – as used in this Rider, means treatment, a device or prescription medication which is recommended by a Physician, but is not considered by the medical community as a

whole to be safe and effective for the condition for which the treatment, device or prescription medication is being used, including any treatment, procedure, facility, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other government agency approval not received at the time the services are rendered.]⁷

Hospital - as used in this Rider, means a facility that: (1) is operated according to law for the care and treatment of injured and sick people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24 hour nursing service by registered nurses (R.N.'s); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or (3) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces, except if there is a legal obligation to pay]⁸.

Medically Necessary - as used in this Rider, means a Covered Supplemental Accident Dental Service that: (1) is essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed; (2) meets generally accepted standards of dental practice; and (3) is ordered by a Physician and performed under his or her care, supervision or order.

[Pre-existing Condition - as used in this Rider, means a condition for which an Insured received any diagnosis, dental advice or treatment or had taken any prescription medicines during the [XX months] immediately preceding the effective date of the Insured's coverage under this Policy [unless the condition for which the prescribed medication is taken remains controlled without any change in the required prescription]^{8,9}

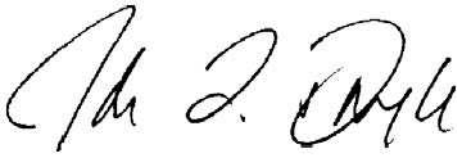
Usual and Customary Charge(s) – as used in this Rider, means a charge that: (1) is made for a Covered Supplemental Accident Dental Service; (2) does not exceed the usual level of charges for similar treatment, services, or supplies in the locality where the expense is incurred [or (3)] [is a negotiated fee;]⁸ and [(4)] does not include charges that would not have been made if no insurance existed.

Exclusions. In addition to the Exclusions in the Exclusions section of the Policy and any amendment thereto, Supplemental Accident Dental Expense benefits are not payable for, and Usual and Customary Charges for Supplemental Covered Accident Dental Services do not include, any expense for or resulting from any of the following:

1. Any charge for medical care for which the Insured is not legally obligated to pay;
2. Care, treatment or services provided by an Insured or by an Immediate Family Member;
3. Routine dental exam and related medical services;
- [4. Extractions and/or other surgery involving 1) the excision of a tumor or cyst, 2) the incision and drainage of an abscess or cyst, and 3) periodontal and endodontic surgery;]¹⁰
- [5. An occupational injury or disease;]¹⁰
- [6. A duplicate prosthetic device or other dental appliance;]¹⁰
- [7. Replacing a prosthetic device or other dental appliance if such appliance is lost, missing, or stolen;]¹⁰
- [8. Any implant or related appliances and the surgical removal of implants;]¹⁰
- [9. Any procedure, appliance or restoration that is used only to alter, restore or maintain occlusion, or to increase vertical dimension;]¹⁰
- [10. Any treatment given in a Hospital;]¹⁰
- [11. The treatment of temporomandibular joint syndrome;]¹⁰
- [12. Elective treatment or surgery;]¹⁰
- [13. Experimental or Investigative treatment or procedures;]¹⁰
- [14. Care, treatment or services provided by persons retained or employed by the [Policyholder]¹¹; or for supplies, prescriptions or medicines paid for or reimbursable by the [Policyholder]¹¹, or for which a charge is not made;]¹⁰

- [15. Charges that are payable under motor vehicle medical benefits;]¹⁰
- [16. Pre-existing Conditions, [except that [complications or aggravations of]⁸ pre-existing Injuries are paid
[up to a [\$500] maximum benefit [per [policy term]¹²]]⁸.]¹⁰
- [17. Any condition for which the Insured is entitled to benefits under any Workers' Compensation Act or
similar law.]¹⁰

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, PA witness this Rider:



President



Secretary

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: [ABC Organization]

Policy Number: [XXXXXX]

ACCIDENT MEDICAL EXPENSE BENEFIT RIDER

This Rider is attached to and made part of the Policy[as of the Policy Effective Date shown in the Policy's Master Application.][effective [Month Day, Year]. It applies only with respect to accidents that occur on or after that date.] It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

Accident Medical Expense Benefit. If an Insured suffers an Injury that, within [30,90,180,365] days of the date of the accident that caused the Injury, requires him or her to be treated by a Physician, the Company will pay the [coinsurance percentage of the]¹ Usual and Customary Charges incurred for Medically Necessary Covered Accident Medical Services received due to that Injury, up to the Maximum Amount per Insured for all Injuries caused by the same accident. [The benefit is payable only for such charges incurred after the Deductible has been met.]² [The Deductible must be met during the Deductible Incurral Period shown in the Benefit Schedule.]³ Benefits are [then]³ payable for charges incurred within [26, 52, 104, 260, 520] weeks after the date of the accident causing the Injury.

[No expenses paid under this Benefit will be payable under any other Rider in the Policy.]⁴

Covered Accident Medical Service(s) - as used in this Rider, means any of the following services:

1. services of a Physician;
2. private duty nursing by a registered nurse (R.N.) [or Licensed Practical Nurse (LPN)]⁵;
3. laboratory tests;
4. radiological procedures;
5. anesthetics and the administration of anesthetics;
6. blood, blood products and artificial blood products, and the transfusion thereof;
7. physical therapy [except that]⁶ [while Hospital confined, such therapy is payable only]⁷ [up to the Physical Therapy Maximum in the Benefit Schedule]⁸[and][an office visit connected with any such service is payable up to the [per Day]¹⁰[per Visit]¹¹ Maximum in the Benefit Schedule]⁹;⁶
8. occupational therapy [except that]⁶ [while Hospital confined, such therapy is payable only]⁷[up to the Occupational Therapy Maximum in the Benefit Schedule]⁸[and][an office visit connected with any such service is payable up to the [per Day]¹⁰[per Visit]¹¹ Maximum in the Benefit Schedule]⁹;⁶
9. rental of Durable Medical Equipment [(however, [when not confined to a Hospital]¹³, orthopedic appliances and braces are payable only up to the Orthopedic Equipment Maximum in the Benefit Schedule)]¹²;
10. artificial limbs, artificial eyes or other prosthetic appliances;
11. medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription [up to the Prescription Drug Maximum in the Benefit Schedule]¹⁴;
- [12. use of an Ambulatory Medical Center;]¹⁵
- [13. [Hospital emergency room [or Ambulatory Medical Center]]¹⁶ [up to the Emergency Room[/Ambulatory Medical Center]¹⁶ Maximum in the Benefit Schedule]¹⁷;]¹⁸
- [14. Hospital's most common charge for semi-private room and board (or room and board in an intensive care unit); Hospital ancillary services (including, but not limited to, use of the operating room [or emergency room]¹⁹)]⁵
- [15. [local]²⁰ ambulance service to or from a Hospital [up to the [Local]²⁰ Ambulance Maximum in the Benefit Schedule]²¹.]⁵

[Expanded [Sports]³⁷ Medical Benefit. Accident Medical Expense benefits are payable for [the coinsurance percentage of]¹ the Usual and Customary Charges for Covered Accident Medical Services including any expense for or resulting from [malfunctions of the heart, embolism]⁵, [heat related problems [including but not limited to heat exhaustion, heat prostration, and heat stroke]⁵], [overuse or repetitive motion injuries/symptoms [including but not limited to bursitis, tendonitis, shin splints, stress fractures, strains, [and][or] twists]⁵], [, while participating in a [covered sport]³⁷ [Covered Activity]³⁷].⁵

[The benefits payable under this Benefit are also subject to the Accident Medical Maximum Amount.]²² [No expenses paid under this Benefit will be payable under any other Benefit in the Policy.]⁴

[Deferred Medical Treatment Benefit

If the Insured suffers an Injury [that requires inserting a pin to transfix a bone for traction or fixation, or applying a plate to a fracture to maintain the ends in appositions, or scar revision,]⁵ and required medical treatment [necessitates that removal of the pin or plate or the scar revision]⁵ for that Injury must be postponed to a date more than [26, 52, 104, 208] weeks after the date of that Injury due to the physiological changes occurring to an Insured who is a growing child, the Company will pay the [coinsurance percentage for the]¹ Usual and Customary charges incurred for the medical treatment up to the [Deferred Medical Treatment]⁵ Maximum Amount shown in the Benefit Schedule and subject to the Duration as shown below.

[The benefits payable under this Benefit are also subject to the Accident Medical Maximum Amount.]²² [No expenses paid under this Benefit will be payable under any other Benefit in the Policy.]⁴

Duration of Deferred Medical Treatment: Usual and Customary charges incurred for deferred medical treatment are covered only if they are incurred on or before the Insured's [21st, 23rd, 25th] birthday;

Physician Certification for Deferred Medical Treatment: No payment will be made for any deferred treatment unless a Physician submits a written certification that the treatment must be postponed for the reasons stated in the paragraphs above. Such certification must be submitted to the Company within [26, 52, 104, 208] weeks after the accident.]⁵

[Deferred Dental Treatment Benefits

If the Insured suffers an Injury to sound, natural teeth and required dental treatment for that Injury must be postponed to a date more than [26, 52, 104, 208] weeks after the date of that Injury due to the physiological changes occurring to an Insured who is a growing child, the Company will pay the [coinsurance percentage of the]¹ Usual and Customary charges incurred for the dental treatment up to the [Deferred]⁵ [Dental]²³ [Treatment]⁵ Maximum Amount shown in the Benefit Schedule and subject to the Duration as shown below.

[The benefits payable under this Benefit are also subject to the Accident Medical Maximum Amount.]²² [No expenses paid under this Benefit will be payable under any other Benefit in the Policy.]⁴

Duration of Deferred Dental Treatment: Usual and Customary charges incurred for deferred dental treatment are covered only if they are incurred on or before the Insured's [21st, 23rd, 25th] birthday; except that Usual and Customary charges incurred for deferred root canal therapy are covered only if they are incurred within 104 weeks after the date the Injury is sustained.

Physician Certification for Deferred Dental Treatment: No payment will be made for any deferred treatment unless a Physician submits a written certification that the treatment must be postponed for the reasons stated in the paragraphs above. Such certification must be submitted to the Company within [26, 52, 104, 208] weeks after the accident.]⁵

[Ambulatory Medical Center - as used in this Rider, means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician's office.]²⁴

[Deductible] - as used in this Rider, means the amount of Usual and Customary Charges for Medically Necessary Covered Accident Medical Services [, otherwise payable under this program,]²⁵ that must be incurred by the Insured before Accident Medical Expense benefits become payable. The amount of the Deductible is the Deductible Amount shown in the Benefit Schedule on the Master Application. Accident Medical Expense benefits are not payable for charges applied to the Deductible.²

Durable Medical Equipment - as used in this Rider, refers to equipment of a type that is designed primarily for use, and used primarily, by people who are injured (for example, a wheelchair or a hospital bed). It does not include items commonly used by people who are not injured, even if the items can be used in the treatment of injury or can be used for rehabilitation or improvement of health (for example, a stationary bicycle or a spa).

[Experimental or Investigative] – as used in this Rider, means treatment, a device or prescription medication which is recommended by a Physician, but is not considered by the medical community as a whole to be safe and effective for the condition for which the treatment, device or prescription medication is being used, including any treatment, procedure, facility, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other government agency approval not received at the time the services are rendered.²⁶

Hospital - as used in this Rider, means a facility that: (1) is operated according to law for the care and treatment of injured and sick people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24 hour nursing service by registered nurses (R.N.'s); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or (3) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces, except if there is a legal obligation to pay⁵.

Medically Necessary - as used in this Rider, means a Covered Accident Medical Service that: (1) is essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician and performed under his or her care, supervision or order.

[Mental Illness] – as used in this Rider, means any disturbance of emotional equilibrium, as manifested in maladaptive behavior and impaired functioning, caused by genetic, physical, chemical, biologic, psychological, or social and cultural factors. Also called emotional illness, mental/nervous disorder and psychiatric disorder.³³

[Pre-existing Condition] - as used in this Rider, means a condition for which an Insured received any diagnosis, medical advice or treatment or had taken any prescription medicines during the [6, 12 months] immediately preceding the effective date of the Insured's coverage under this Policy [unless the condition for which the prescribed medication is taken remains controlled without any change in the required prescription]^{28, 27}.

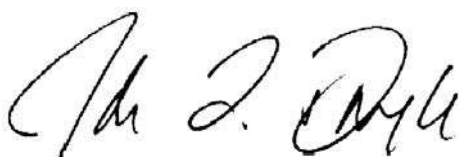
Usual and Customary Charge(s) - as used in this Rider, means a charge that: (1) is made for a Covered Accident Medical Service; (2) does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred; [or (3)] [is a negotiated fee]⁵; and [(4)] does not include charges that would not have been made if no insurance existed.

Exclusions. In addition to the Exclusions in the Exclusions section of the Policy and any amendment thereto, Accident Medical Expense benefits are not payable for, and Usual and Customary Charges for Covered Accident Medical Services do not include, any expense for or resulting from any of the following:

1. repair or replacement of existing artificial limbs, artificial eyes or other prosthetic appliances or rental of existing Durable Medical Equipment unless [for the purpose of modifying the item because Injury has caused further impairment in the underlying bodily condition]²⁹ [due to a covered Injury]²⁹;
2. new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums, except for repair or replacement [of sound natural teeth damaged or lost]²⁹ [or loss]²⁹ as a result of Injury up to the [Dental]²³ Maximum shown in the Benefit Schedule
3. new eye glasses or contact lenses or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses, unless [Injury has caused impairment of sight]²⁹ [due to a covered Injury]²⁹; or repair or replacement of existing eyeglasses or contact lenses unless [for the purpose of modifying the item because Injury has caused further impairment of sight]²⁹ [due to a covered Injury]²⁹;
4. new hearing aids or hearing examinations unless [Injury has caused impairment of hearing]²⁹ [due to a covered Injury]²⁹; or repair or replacement of existing hearing aids unless [for the purpose of modifying the item because Injury has caused further impairment of hearing]²⁹ [due to a covered Injury]²⁹;
5. rental of Durable Medical Equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (but if, in the Company's sole judgment, Accident Medical Expense benefits for rental of Durable Medical Equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the expense is incurred, the Company may, but is not required to, choose to consider such purchase expense as a Usual and Customary Covered Accident Medical Expense in lieu of such rental expense);
6. any charge for medical care for which the Insured is not legally obligated to pay;
7. care, treatment or services provided by an Insured or by an Immediate Family Member;
8. routine physical exam and related medical services;
- [9. personal comfort or convenience items, such as but not limited to, Hospital telephone charges, television rental, or guest meals while confined in a Hospital[or for items taken away or home from the Hospital, [including but not limited to crutches, wheel chairs and walkers]³⁰ [except Durable Medical Equipment]^{30, 5}
- [10. Pre-existing Conditions, [except that [complications or aggravations of]⁵ pre-existing injuries are paid [up to a [\$500] maximum benefit [per [policy term]⁵];^{5, 27}
- [11. an Emergency Evacuation for which any benefits are payable under the Policy's Emergency Evacuation Benefit;]³¹
- [12. elective treatment or surgery;]⁵
- [13. Experimental or Investigative treatment or procedures;]²⁶
- [14. treatment for temporomandibular dysfunction;]⁵
- [15. care, treatment or services provided by persons retained or employed by the [Policyholder]³²; or for supplies, prescriptions or medicines paid for or reimbursable by the [Policyholder]³², or for which a charge is not made;]⁵

- [16. Mental Illness, psychological or psychiatric counseling of any kind, mental and nervous disease or disorders and rest cures;]³³
- [17. educational or vocational testing or training;]⁵
- [18. treatment of Osgood-Schlatter's disease;]⁵
- [19. detached retina unless due to an Injury;]⁵
- [20. diagnostic tests or treatment, except due to infection which occurs directly from an accidental cut or wound or ingestion of contaminated food;]⁵
- [21. plastic or cosmetic surgery, [except for reconstructive surgery on an injured part of the body]³⁶ [except due to a covered Injury]³⁵;]⁵
- [22. charges that are payable under motor vehicle medical benefits;]⁵
- [23. any inpatient Hospital services or charges, not including emergency room services or charges;]⁵
- [24. hernia [, except as a result of participation in a [Covered Activity]³⁷]³⁴.]⁵
- [25. any condition for which the Insured is entitled to benefits under any Workers' Compensation Act or similar law.]⁵

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

[Policyholder]: [ABC Incorporated]

Policy Number: [XXXXXXX]

EMERGENCY SICKNESS MEDICAL EXPENSE BENEFIT RIDER

This Rider is attached to and made part of the Policy [as of the Policy Effective Date shown in the Policy's Master Application] [effective [Month, Day, Year]]. It applies only with respect to Emergency Sickness that occurs on or after that date.] It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

Emergency Sickness Medical Expense Benefit. If an Insured suffers an Emergency Sickness which requires treatment by a Physician within [1-7] days of the onset of the Emergency Sickness, the Company will pay the [coinsurance percentage for the]¹ Usual and Customary Charges incurred for Medically Necessary Covered Emergency Sickness Medical Services received due to that Emergency Sickness up to the Maximum Amount per Insured. [This benefit is payable only for such charges incurred [after the Deductible has been met]² [and] [within [1-12] weeks from the date of the onset of the Emergency Sickness.]³]⁴

[The benefits payable under this Rider are also subject to the Sickness Medical Maximum Amount.]⁵ [No expenses paid under this Benefit will be payable under any other Rider in the Policy.]⁶

Covered Emergency Sickness Medical Service(s) - as used in this Rider, means charges incurred for any of the following services:

1. services of a Physician;
2. private duty nursing by Registered Nurse (R.N.) [or Licensed Practical Nurse (L.P.N.)]⁷;
3. laboratory tests;
4. radiological procedures;
5. anesthetics and the administration of anesthetics;
6. blood, blood products and artificial blood products, and the transfusion thereof;
7. physical therapy [except that]⁸ [while Hospital confined, such therapy is payable only]⁹ [up to the Physical Therapy Maximum in the Benefit Schedule]¹⁰ [and][an office visit connected with any such service is payable up to the [per Visit]¹² [per Day]¹³ Maximum in the Benefit Schedule]¹¹;
8. occupational therapy [except that]⁸ [while hospital confined, such therapy is payable only]⁹ [up to the Occupational Therapy Maximum in the Benefit Schedule]¹⁰ [and][an office visit connected with any such service is payable up to the [per Visit]¹² [per Day]¹³ Maximum in the Benefit Schedule]¹¹;
9. rental of Durable Medical Equipment [(however,[when not confined to a Hospital]¹⁵ orthopedic appliances and braces are payable only up to the Orthopedic Equipment Maximum in the Benefit Schedule);]¹⁴
10. artificial limbs, artificial eyes or other prosthetic appliances;
11. medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription [up to the Prescription Drug Maximum in the Benefit Schedule]¹⁶;
- [12. use of an Ambulatory Medical Center;]¹⁷
- [13. Hospital emergency room [or Ambulatory Medical Center]¹⁸ [up to the Emergency Room/Ambulatory Medical Center Maximum in the Benefit Schedule]¹⁹;]²⁰
- [14. Hospital's most common charge for semi-private room and board (or room and board in an intensive care unit); Hospital ancillary services (including, but not limited to, use of the operating room [or emergency room]²¹)]⁷;

[15. [local]²² ambulance service to or from a Hospital [up to the [Local]²² Ambulance Maximum shown on the Benefit Schedule]²³].⁷

[[Alcohol and]²⁴ Substance Abuse – as used in this Rider, means the overindulgence in or dependence on a stimulant, depressant or other chemical substance, leading to effects that are detrimental to the individual's physical or mental health or the welfare of others.]²⁵

[Ambulatory Medical Center – as used in this Rider, means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician's office.]²⁶

[Complications of Pregnancy – as used in this Rider, means conditions [requiring Hospital confinement [(when the pregnancy is not terminated)]²⁹]²⁸ whose diagnoses are distinct from but adversely affected or caused by pregnancy. These conditions are:

- acute nephritis or nephrosis; or
- cardiac decompensation or missed abortion; or
- similar conditions as severe as these.

Not included are (a) false labor, occasional spotting or Physician prescribed rest during the period of pregnancy; (b) morning sickness; (c) hyperemesis gravidarum and preeclampsia; and (d) similar conditions not medically distinct from a difficult pregnancy.

Complications of Pregnancy also include:

- non-elective cesarean section; and
- termination of an ectopic pregnancy; and
- spontaneous termination when a live birth is not possible. (This does not include voluntary abortion.)]²⁷

[Deductible – as used in this Rider, means amount of Usual and Customary Charges for Medically Necessary Covered Emergency Sickness Medical Service(s) [, otherwise payable under this program,]³⁰ that must be incurred by the Insured before Emergency Sickness Medical Expense benefits become payable. The amount of the Deductible is the Deductible Amount shown in the Benefit Schedule. Emergency Sickness Medical Expense Benefits are not payable for charges applied to the Deductible.]²

Durable Medical Equipment - as used in this Rider, refers to equipment of a type that is designed primarily for use, and used primarily, by people who are sick (for example, a wheelchair or a hospital bed). It does not include items commonly used by people who are not sick, even if the items can be used in the treatment of Emergency Sickness or can be used for rehabilitation or improvement of health (for example, a stationary bicycle or a spa).

Emergency Sickness – as used in this Rider, means an illness or disease that begins while the Insured is participating in a Covered Activity, is diagnosed by a Physician and which meets all of the following criteria: (a) there is present a severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of the Insured's condition or place his or her life in jeopardy; (b) the severe or acute symptom occurs suddenly and unexpectedly; and (c) the severe or acute symptom occurs while the Insured is covered under the Policy.

[Experimental or Investigative – as used in this Rider, means treatment, a device or prescription medication which is recommended by a Physician, but is not considered by the medical community as a whole to be safe and effective for the condition for which the treatment, device or prescription medication is being used, including any treatment, procedure, facility, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other government agency approval not received at the time the services are rendered.]³¹

Hospital - as used in this Rider, means a facility that: (1) is operated according to law for the care and treatment of injured and sick people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24 hour nursing service by registered nurses

(RNs); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or (3) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces, except if there is a legal obligation to pay⁷.

Medically Necessary – as used in this Rider, means a Covered Emergency Sickness Medical Service that: (1) is essential for diagnosis, treatment or care of the Emergency Sickness for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician and performed under his or her care, supervision or order.

Mental Illness – as used in this Rider, means any disturbance of emotional equilibrium, as manifested in maladaptive behavior and impaired functioning, caused by genetic, physical, chemical, biologic, psychological, or social and cultural factors. Also called emotional illness, mental/nervous disorder and psychiatric disorder.³²

Pre-existing Condition - as used in this Rider, means a condition for which an Insured received any diagnosis, medical advice or treatment or had taken any prescription medicines during the [XX months] immediately preceding the effective date of the Insured's term of coverage under this Policy [unless the condition for which the prescribed medication is taken remains controlled without any change in the required prescription].³⁴³³

Usual and Customary Charge(s) – as used in this Rider, means a charge that: (1) is made for a Covered Emergency Sickness Medical Service; (2) does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred; or (3) [is a negotiated fee;⁷ and ((4)) does not include charges that would not have been made if no insurance existed.

EXCLUSIONS – In addition to the Exclusions in the Exclusions section of the Policy and any amendment thereto, Emergency Sickness Medical Expense benefits are not payable for, and Usual and Customary charges for treatment of Emergency Sickness do not include, any expense resulting from any of the following:

1. repair or replacement of existing artificial limbs, artificial eyes or other prosthetic appliances or rental of existing Durable Medical Equipment, unless [for the purpose of modifying the item because an Emergency Sickness has caused further impairment in the underlying bodily condition]³⁵ [due to a covered Emergency Sickness]³⁵;
2. new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums, except for repair or replacement [of sound natural teeth damaged or lost]³⁵ [or loss]³⁵ as a result of an Emergency Sickness up to the [Dental]³⁶ Maximum shown in the Benefit Schedule;
3. new eyeglasses or contact lenses, or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses unless [for the purpose of modifying the item because an Emergency Sickness has caused further impairment of sight]³⁵ [due to a covered Emergency Sickness]³⁵; or repair or replacement of existing eyeglasses or contact lenses unless [for the purpose of modifying the item because an Emergency Sickness has caused further impairment of sight]³⁵ [due to a covered Emergency Sickness]³⁵;
4. new hearing aids or hearing examinations unless [an Emergency Sickness has caused impairment

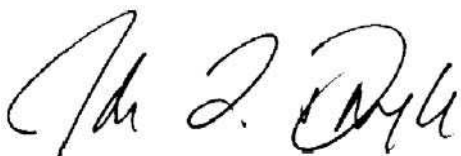
of hearing]³⁵ [due to a covered Emergency Sickness]³⁵; or repair or replacement of existing hearing aids unless [for the purpose of modifying the item because an Emergency Sickness has caused impairment of hearing]³⁵ [due to a covered Emergency Sickness]³⁵;

5. rental of Durable Medical Equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (if, in the Company's sole judgment, Emergency Sickness Medical Expense benefits for rental of Durable Medical Equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the expense is incurred, the Company may, but is not required to, choose to consider such purchase expense as a Usual and Customary Covered Emergency Sickness Medical Expense in lieu of such rental expense);
6. Injury of any kind;
7. any charge for medical care for which the Insured is not legally obligated to pay;
8. care, treatment or services provided by an Insured or by his or her Immediate Family Member;
9. routine physical exam and related medical services;
- [10. personal comfort or convenience items, such as but not limited to, Hospital telephone charges, television rental, or guest meals while confined in a Hospital[or for items taken away or home from the Hospital, [including but not limited to crutches, wheel chairs and walkers]³⁵ [except Durable Medical Equipment]^{35a}];⁷
- [11. Pre-existing Conditions;]³³
- [12. an Emergency Evacuation for which any benefits are payable under the Policy's Emergency Evacuation Benefit]²²;
- [13. elective treatment or surgery;]⁷
- [14. Experimental or Investigative treatment or procedures;]³¹
- [15. treatment for temporomandibular joint dysfunction;]⁷
- [16. care, treatment or services provided by persons retained or employed by the [Policyholder]³⁷; or for supplies, prescriptions or medicines paid for or reimbursable by the [Policyholder]³⁷, or for which a charge is not made;]⁷
- [17. Mental Illness, psychological or psychiatric counseling of any kind, mental and nervous disease or disorders and rest cures;]³²
- [18. Educational or vocational testing or training;]⁷
- [19. Treatment of Osgood-Schlatter's disease;]⁷
- [20. Detached retina;]⁷
- [21. Diagnostic tests or treatment, except due to infection which occurs directly from an accidental cut or wound or ingestion of contaminated food;]⁷
- [22. Plastic or Cosmetic Surgery;]⁷
- [23. [Alcohol and]²⁴ Substance Abuse;]²⁵

- [24. normal pregnancy, child birth, [miscarriage]⁷ [or elective abortions,]⁷ [except for Complications of Pregnancy [if Hospitalized]²⁸²⁷;]⁷
- [25. venereal disease or syphilis;]⁷
- [26. any inpatient Hospital services or charges, not including emergency room services or charges;]⁷
- [27. hernia [, except as a result of participation in a Covered Activity]³⁸⁷.
- [28. any condition for which the Insured is entitled to benefits under any Workers' Compensation Act or similar law.]⁷

The Sickness exclusions in the Exclusions section of the Policy or as amended shall not apply with respect to benefits payable under the Emergency Sickness Medical Expense Benefit.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, PA witness this Rider:



President



Secretary

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: [ABC Incorporated]

Policy Number: [XXXXXXX]

SICKNESS MEDICAL EXPENSE BENEFIT RIDER

This Rider is attached to and made part of the Policy [as of the Policy Effective Date shown in the Policy's Master Application] [effective [Month, Day, Year]]. It applies only with respect to a Sickness that occurs on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

Sickness Medical Expense Benefit. If an Insured suffers a Sickness and requires [initial]¹ treatment by a Physician within [1-30] days of the onset of the Sickness, the Company will pay the [coinsurance percentage of the]² Usual and Customary Charges incurred for Medically Necessary Covered Sickness Medical Services received due to that Sickness up to the Maximum Amount per Insured. [This benefit is payable only for such charges incurred [after the Deductible has been met]⁴ [and] [within [13, 26, 52, 104] weeks from the date of the onset of the Sickness]⁵]

[No expenses paid under this Benefit will be payable under any other Benefit or Rider in the Policy.]⁶

Covered Sickness Medical Service(s) - as used in this Rider, means charges incurred for any of the following services:

1. services of a Physician;
2. private duty nursing by Registered Nurse (R.N.) [or Licensed Practical Nurse (L.P.N.)]⁷;
3. laboratory tests;
4. radiological procedures;
5. anesthetics and the administration of anesthetics;
6. blood, blood products and artificial blood products, and the transfusion thereof;
7. physical therapy [except that]⁸ [while hospital confined, such therapy is payable only]⁹ [up to the Physical Therapy Maximum in the Benefit Schedule]¹⁰ [and] [an office visit connected with any such service is payable up to the [per Visit]¹² [per Day]¹³ Maximum in the Benefit Schedule]¹¹;
8. occupational therapy [except that]⁸ [while hospital confined, such therapy is payable only]⁹ [up to the Occupational Therapy Maximum in the Benefit Schedule]¹⁰ [and] [an office visit connected with any such service is payable up to the [per Visit]¹² [per Day]¹³ Maximum in the Benefit Schedule]¹¹;
9. rental of Durable Medical Equipment [(however, [when not confined to a Hospital,]¹⁵ orthopedic appliances and braces are payable only up to the Orthopedic Equipment Maximum in the Benefit Schedule)]¹⁴;
10. artificial limbs, artificial eyes or other prosthetic appliances;
11. medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription [up to the Prescription Drug Maximum in the Benefit Schedule]¹⁶;
- [12. use of an Ambulatory Medical Center;]¹⁷
- [13. Hospital emergency room [or Ambulatory Care Center]¹⁸ [up to the Emergency Room/Ambulatory Medical Center Maximum in the Benefit Schedule]¹⁹;]²⁰
- [14. Hospital's most common charge for semi-private room and board (or room and board in an intensive care unit); Hospital ancillary services (including, but not limited to, use of the operating room [or emergency room]²¹);]²²
- [15. [local]²³ ambulance service to or from a Hospital [up to the [Local]²³ Ambulance Maximum shown on the Benefit Schedule]²⁴]²².

Definitions

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[Alcohol and]²⁵ **Substance Abuse** – as used in this Rider, means the overindulgence in or dependence on a stimulant, depressant or other chemical substance, leading to effects that are detrimental to the individual's physical or mental health or the welfare of others.]²⁶

[Ambulatory Medical Center – as used in this Rider, means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician's office.]²⁷

[Complications of Pregnancy – as used in this Rider, means conditions [requiring Hospital confinement [when the pregnancy is not terminated]]³⁰²⁹ whose diagnoses are distinct from but adversely affected or caused by pregnancy. These conditions are:

- acute nephritis or nephrosis; or
- cardiac decompensation or missed abortion; or
- similar conditions as severe as these.

Not included is (a) false labor, occasional spotting or Physician prescribed rest during the period of pregnancy; (b) morning sickness; (c) hyperemesis gravidarum and preeclampsia; and (d) similar conditions not medically distinct from a difficult pregnancy.

Complications of Pregnancy also include:

- non-elective cesarean section; and
- termination of an ectopic pregnancy; and
- spontaneous termination when a live birth is not possible. (This does not include voluntary abortion.)]²⁸

[Deductible – as used in this Rider, means amount of Usual and Customary Charges for Medically Necessary Covered Sickness Medical Service(s) [, otherwise payable under this program,]³¹ that must be incurred by the Insured before Sickness Medical Expense benefits become payable. The amount of the Deductible is the Deductible Amount shown in the Benefit Schedule. Sickness Medical Expense Benefits are not payable for charges applied to the Deductible.]⁴

Durable Medical Equipment - as used in this Rider, refers to equipment of a type that is designed primarily for use, and used primarily, by people who are sick (for example, a wheelchair or a hospital bed). It does not include items commonly used by people who are not sick, even if the items can be used in the treatment of a Sickness or can be used for rehabilitation or improvement of health (for example, a stationary bicycle or a spa).

[Experimental or Investigative – as used in this Rider, means treatment, a device or prescription medication which is recommended by a Physician, but is not considered by the medical community as a whole to be safe and effective for the condition for which the treatment, device, or prescription medication is being used, including any treatment, procedure, facility equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other government agency approval not received at the time the services are rendered.]³²

Hospital - as used in this Rider, means a facility that: (1) is operated according to law for the care and treatment of injured and sick people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24 hour nursing service by registered nurses (RNs); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes[; or (3) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces, except if there is a legal obligation to pay]⁴⁴.

Medically Necessary – as used in this Rider, means a Covered Sickness Medical Service that: (1) is essential for diagnosis, treatment or care of the Sickness for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician and performed under his or her care, supervision or order.

[Mental Illness – as used in this Rider, means any disturbance of emotional equilibrium, as manifested in maladaptive behavior and impaired functioning, caused by genetic, physical, chemical, biologic, psychological, or social and cultural factors. Also called emotional illness, mental/nervous disorder and psychiatric disorder.]³³

[Pre-existing Condition - as used in this Rider, means a condition for which an Insured received any diagnosis, medical advice or treatment or had taken any prescription medicines during the [XX months] immediately preceding the effective date of the Insured's term of coverage under this Policy[unless the condition for which the prescribed medication is taken remains controlled without any change in the required prescription]³⁵.]³⁴

Sickness – as used in this Rider, means an illness or disease which is diagnosed or treated by a Physician [after the Insured's effective date of coverage under the Policy]³⁶. [The term Sickness also includes Complications of Pregnancy.]²⁸ [The illness or disease must manifest itself during a Covered Activity].³⁷

Usual and Customary Charge(s) – as used in this Rider, means a charge that: (1) is made for a Covered Sickness Medical Service; (2) does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred; [or (3)] is a negotiated fee;³⁸ and [(4)] does not include charges that would not have been made if no insurance existed.

EXCLUSIONS – In addition to the Exclusions in the Exclusions section of the Policy and any amendment thereto, Sickness Medical Expense benefits are not payable for, and Usual and Customary charges for treatment of Sickness do not include, any expense resulting from any of the following:

1. repair or replacement of existing artificial limbs, artificial eyes or other prosthetic appliances or rental of existing Durable Medical Equipment, unless [for the purpose of modifying the item because a Sickness has caused further impairment in the underlying bodily condition]³⁹ [due to a covered Sickness]³⁹;
2. new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums, except for repair or replacement [of sound natural teeth damaged or lost]³⁹ [or loss]³⁹ as a result of a Sickness up to the [Dental]⁴⁰ Maximum shown in the Benefit Schedule;
3. new eyeglasses or contact lenses, or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses unless [for the purpose of modifying the item because a Sickness has caused further impairment of sight]³⁹ [due to a covered Sickness]³⁹; or repair or replacement of existing eyeglasses or contact lenses unless [for the purpose of modifying the item because a Sickness has caused further impairment of sight]³⁹ [due to a covered Sickness]³⁹;
4. new hearing aids or hearing examinations unless [a Sickness has caused impairment of hearing]³⁹ [due to a covered Sickness]³⁹; or repair or replacement of existing hearing aids unless [for the purpose of modifying the item because a Sickness has caused impairment of hearing]³⁹ [due to a covered Sickness]³⁹;
5. rental of Durable Medical Equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (if, in the Company's sole judgment, Sickness Medical Expense benefits for rental of Durable Medical Equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the

expense is incurred, the Company may, but is not required to, choose to consider such purchase expense as a Usual and Customary Covered Sickness Medical Expense in lieu of such rental expense);

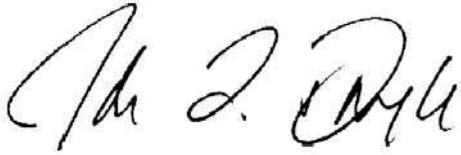
6. Injury of any kind;
7. any charge for medical care for which the Insured is not legally obligated to pay;
8. care, treatment or services provided by an Insured or by an Immediate Family Member;
9. routine physical examination and related medical services;
- [10. personal comfort or convenience items such as, but not limited to Hospital telephone charges, television rental or guest meals while confined in a Hospital[or for items taken away or home from the Hospital,]⁴¹ [including but not limited to crutches, wheel chairs and walkers]⁴² [except Durable Medical Equipment];]^{42a, 41}
- [11. Pre-existing Conditions;]³⁴
- [12. an Emergency Evacuation for which any benefits are payable under the Policy's Emergency Evacuation Benefit]⁴³;
- [13. elective treatment or surgery;]⁴⁴
- [14. Experimental or Investigative treatment or procedures;]³²
- [15. treatment for temporomandibular joint dysfunction;]⁴⁴
- [16. care, treatment or services provided by persons retained or employed by the [Policyholder]⁴⁵; or for supplies, prescriptions or medicines paid for or reimbursable by the [Policyholder]⁴⁵, or for which a charge is not made;]⁴⁴
- [17. Mental Illness, psychological or psychiatric counseling of any kind, mental and nervous disease or disorders and rest cures;]³³
- [18. Educational or vocational testing or training;]⁴⁴
- [19. treatment of Osgood-Schlatter's disease;]⁴⁴
- [20. detached retina;]⁴⁴
- [21. Diagnostic Tests or treatment, except due to infection which occurs directly from an accidental cut or wound or ingestion of contaminated food;]⁴⁴
- [22. plastic or cosmetic surgery;]⁴⁴
- [23. [Alcohol and]²⁵ Substance Abuse;]²⁶
- [24. normal pregnancy, child birth, [miscarriage]⁴⁴ [or elective abortions,]⁴⁴ [except for Complications of Pregnancy [if Hospitalized]^{29-28, 44}];]⁴⁴
- [25. venereal disease or syphilis;]⁴⁴
- [26. any inpatient Hospital services or charges, not including emergency room services or charges;]⁴⁴

[27. hernia, [except as a result of participation in a Covered Activity]⁴⁶].⁴⁴.

[28. any condition for which the Insured is entitled to benefits under any Workers' Compensation Act or similar law.]⁴⁴

The Sickness exclusions in the Exclusions section of the Policy or as amended shall not apply with respect to benefits payable under the Sickness Medical Expense Benefit.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, PA witness this Rider:

A handwritten signature in black ink, appearing to read "Mr. J. Dylk".

President

A handwritten signature in black ink, appearing to read "Andrew N. Holland".

Secretary

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: [ABC Organization]

Policy Number: [XXXXXX]

EMERGENCY TREATMENT EXPENSE BENEFIT RIDER

This Rider is attached to and made part of the Policy[as of the Policy Effective Date shown in the Policy's Master Application.][effective [Month Day, Year].] It applies only with respect to Injuries or sicknesses that occur on or after that date. It is subject to all of the provisions, limitations, and exclusions of the Policy except as they are specifically modified by this Rider.

Emergency Benefit. If an Insured suffers [an Injury or sickness]¹ that, within [24, 48, 72] hours of the [date of the accident that caused the Injury or onset of the sickness]¹, requires him or her to receive Emergency Treatment in a Hospital emergency room or a Satellite Emergency Center, the Company will pay [the coinsurance percentage of the]² the Usual and Customary Charges incurred for the Medically Necessary expenses incurred to perform Emergency Treatment up to the Emergency Treatment Expense Benefit Maximum Amount per Insured. [The benefit is payable only for charges incurred after the Deductible has been met.]³ Only one Emergency Treatment Expense Benefit is payable for any one [Injury or sickness]¹ per Insured.

[The benefits payable under this Rider are also subject to the [Accident Medical, Sickness Medical, and Emergency Sickness Medical]⁴ Maximum Amount[s], as applicable.]⁴ [No expenses paid under this Benefit will be payable under any other Rider in the Policy.]⁵

[[Alcohol and]^{15a} **Substance Abuse** – as used in this Rider, means the overindulgence in or dependence on a stimulant, depressant or other chemical substance, leading to effects that are detrimental to the individual's physical or mental health or the welfare of others.]¹⁵

[**Deductible** - as used in this Rider, means the amount of Usual and Customary Charges for Medically Necessary Covered Accident Medical Services [, otherwise payable under this program,]⁶ that must be incurred by the Insured before Accident Medical Expense benefits become payable. The amount of the Deductible is the Deductible Amount shown in the Benefit Schedule on the Master Application. Accident Medical Expense benefits are not payable for charges applied to the Deductible.]³

Emergency Treatment – as used in this Rider, means treatment for a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson with average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in:

1. Placing the health of the person (or with respect to a pregnant woman, the health of her unborn child) in serious jeopardy;
2. Serious impairment to bodily functions; or
3. Serious dysfunction of any bodily organ or part.

[**Experimental or Investigative** – as used in this Rider, means treatment, a device or prescription medication which is recommended by a Physician, but is not considered by the medical community as a whole to be safe and effective for the condition for which the treatment, device or prescription medication is being used, including any treatment, procedure, facility, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other government agency approval not received at the time the services are rendered.]⁷

Hospital – as used in this Rider, means a facility which: (1) is operated according to law for the care and treatment of injured and sick people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24 hour nursing service by registered nurses (R.N.'s); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; or (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward room, wing, or other section of the hospital that is used for such purposes; or (3) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces, except if there is a legal obligation to pay]⁸.

Medically Necessary – as used in this Rider, means an Emergency Treatment is: (1) essential for the diagnosis, treatment and care of the [Injury or sickness] for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician and performed under the Physician's care, supervision or order.

[Mental Illness – as used in this Rider, means any disturbance of emotional equilibrium, as manifested in maladaptive behavior and impaired functioning, caused by genetic, physical, chemical, biologic, psychological, or social and cultural factors. Also called emotional illness, mental/nervous disorder and psychiatric disorder.]¹⁴

[Pre-existing Condition - as used in this Rider, means a condition for which an Insured received any diagnosis, medical advice or treatment or had taken any prescription medicines during the [6, 12months] immediately preceding the effective date of the Insured's coverage under this Policy [unless the condition for which the prescribed medication is taken remains controlled without any change in the required prescription]⁸.]⁹

Satellite Emergency Center – as used in this Rider, means a licensed facility providing outpatient care under the direction of a Physician on a 24 hour basis. Available services must include: (1) diagnostic care, including laboratory services and diagnostic x-rays; and (2) treatment or medical care, including availability of the means for stabilization of emergency medical conditions. A Satellite Emergency Center does not include a Hospital or an office maintained by a Physician for the practice of medicine or dentistry.

Usual and Customary Charge(s) – as used in this Rider, means a charge that: (1) is made for a covered Emergency Treatment; (2) does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred; [or (3)] [is a negotiated fee]⁸; and [(4)] does not include charges that would not have been made if no insurance existed.

Exclusions. In addition to the Exclusions in the Exclusions section of the Policy and any amendment thereto, Emergency Treatment Expense benefits are not payable for, and Usual and Customary Charges for Emergency Treatment do not include, any expense for or resulting from any of the following:

1. repair or replacement of existing artificial limbs, artificial eyes or other prosthetic appliances or rental of existing Durable Medical Equipment unless [for the purpose of modifying the item because [Injury or sickness]¹ has caused further impairment in the underlying bodily condition]⁸ [due to a covered [Injury or sickness]¹]⁸;
2. new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums, except for repair or replacement [of sound natural teeth damaged or lost]⁸ [or loss]⁸ as a result of [Injury or sickness]¹ up to the [Dental]⁸ Maximum shown in the Benefit Schedule
3. new eye glasses or contact lenses or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses, unless [[Injury or sickness]¹ has caused impairment of sight]⁸ [due to a covered [Injury or sickness]¹]⁸; or repair or replacement of existing eyeglasses or contact

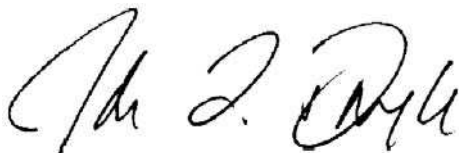
lenses unless [for the purpose of modifying the item because [Injury or sickness]¹ has caused further impairment of sight]⁸ [due to a covered [Injury or sickness]¹]⁸;

4. new hearing aids or hearing examinations unless [[Injury or sickness]¹ has caused impairment of hearing]⁸ [due to a covered [Injury or sickness]¹]⁸ ; or repair or replacement of existing hearing aids unless [for the purpose of modifying the item because [Injury or sickness]¹ has caused further impairment of hearing]⁸ [due to a covered [Injury or sickness]¹]⁸;
5. rental of Durable Medical Equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (but if, in the Company's sole judgment, Accident Medical Expense benefits for rental of Durable Medical Equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the expense is incurred, the Company may, but is not required to, choose to consider such purchase expense as a Usual and Customary Covered Accident Medical Expense in lieu of such rental expense);
6. any charge for medical care for which the Insured is not legally obligated to pay;
7. care, treatment or services provided by an Insured or by an Immediate Family Member;
8. routine physical exam and related medical services;
- [9. personal comfort or convenience items, such as but not limited to, Hospital telephone charges, television rental, or guest meals while confined in a Hospital[or for items taken away or home from the Hospital, [including but not limited to crutches, wheel chairs and walkers]^{8a} {except Durable Medical Equipment}]^{8,10}
- [10. Pre-existing Conditions [, except that [complications or aggravations of]⁸ pre-existing injuries are paid {up to a [\$500] maximum benefit [per {policy term}]⁸}]^{8,10}
- [11. an Emergency Evacuation for which any benefits are payable under the Policy's Emergency Evacuation Benefit;]¹³
- [12. elective treatment or surgery;]¹⁰
- [13. Experimental or Investigative treatment or procedures;]¹⁰
- [14. treatment for temporomandibular dysfunction;]¹⁰
- [15. care, treatment or services provided by persons retained or employed by the [Policyholder]¹¹; or for supplies, prescriptions or medicines paid for or reimbursable by the [Policyholder]¹¹, or for which a charge is not made;]¹⁰
- [16. Mental Illness, psychological or psychiatric counseling of any kind, mental and nervous disease or disorders and rest cures;]¹⁰
- [17. educational or vocational testing or training;]¹⁰
- [18. treatment of Osgood-Schlatter's disease;]¹⁰
- [19. detached retina [unless due to an Injury]⁸;]¹⁰
- [20. diagnostic tests or treatment, except due to infection which occurs directly from an accidental cut or wound or ingestion of contaminated food;]¹⁰

- [21. plastic or cosmetic surgery,[except for reconstructive surgery on an injured part of the body]⁸ [except due to a covered Injury or sickness]⁸;]¹⁰
- [22. charges that are payable under motor vehicle medical benefits;]¹⁰
- [23. any inpatient Hospital services or charges, not including emergency room services or charges;]¹⁰
- [24. hernia [, except as a result of participation in a Covered Activity]⁸;]¹⁰
- [25. Injury of any kind;]¹²
- [26.] [Alcohol and]¹⁰ Substance Abuse;]¹⁰
- [27. normal pregnancy, child birth, [miscarriage]⁸ [or elective abortions,]⁸ except for Complications of Pregnancy [if Hospitalized]⁸;]¹⁰
- [28. venereal disease or syphilis]¹⁰.
- [29. any condition for which the Insured is entitled to benefits under any Workers' Compensation Act or similar law.]¹⁰

[The Sickness exclusions in the Exclusions section of the Policy or as amended shall not apply with respect to benefits payable under the Emergency Treatment Expense Benefit.]⁸

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary